

AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/ COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, SEPTEMBER 4, 2018 – 6:00 PM

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are

RON MORRISON Mayor

ALBERT MENDIVIL Vice Mayor

JERRY CANO Councilmember

MONA RIOS Councilmember

ALEJANDRA SOTELO-SOLIS Councilmember

1243 National City Blvd. National City, CA 91950 619-336-4240

Meeting agendas and minutes available on web

WWW.NATIONALCITYCA.GOV

adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

Workplace Gender Equity Day

AWARDS AND RECOGNITIONS

2. <u>Introduction of New Employee - Ray Stryker, Housing Specialist.</u>
(Housing & Economic Development)

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

- Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)
- 4. Resolution of the City Council of the City of National City accepting funds in the amount of \$2,500 from SDG&E's 2018 SAFE San Diego Initiative through the Burn Institute, a 501(c)(3) non-profit organization, for the National City Community Emergency Response Team (CERT) to recruit, administer, and promote CERT training in National City, and authorizing the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. (Fire)
- Resolution of the City Council of the City of National City approving and authorizing the City Manager to execute the Ratification of and First Amendment to a Real Property Purchase and Sale Agreement and Joint Escrow Instructions pertaining to the sale of the property located at 130 East 8th Street in National City to Protea National City, LLC, adding Exhibit "B-1" and extending the close of escrow for 6 months, expiring

- March 1, 2019; and authorizing the City Manager to approve and execute up to two additional amendments, each extending the term of the Agreement by 90-days. (Housing & Economic Development)
- 6. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement between the City of National City and Claims Management Associates, Inc. (CMA), to increase the hourly billing rate from \$90 per hour to \$100 per hour to provide liability risk management, claims adjusting and investigative services, which increases the Agreement by \$10,000, resulting in a total not to exceed Agreement amount increase from \$150,000 to \$160,000. (City Attorney)
- 7. Resolution of the City Council of the City of National City: 1) accepting the work performed by Palm Engineering Construction Company, Inc. for the Westside Mobility Improvements Project, CIP No. 17-04; 2) approving the final contract amount of \$2,096,000.70; 3) ratifying the release of retention in the amount of \$104,800.03; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works)
- 8. Resolution of the City Council of the City of National City: 1) awarding a contract to Bert W. Salas, Inc. in the not-to-exceed amount of \$334,056 for the Las Palmas Storm Drain Repair Project, CIP No. 17-16; 2) authorizing a 15% contingency in the amount up to \$50,108.40 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)
- 9. Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Harris & Associates, Inc. to provide construction support services, including, but not limited to, preparation of record drawings, for the Paradise Creek Biofiltration Project for a not-to-exceed amount of \$100,000. (Engineering/Public Works)
- 10. Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the two-year Agreement with Michael Baker International, Inc., to extend the term of the Agreement by one year, expiring June 30, 2019, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, civil engineering, construction management and inspection services. (Engineering/Public Works)
- 11. Resolution of the City Council of the City of National City: (1) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback onto U.S. General Services Administration (GSA) Contract #GS-30F-0003T to award the purchase of one CMT-100 Mixing Trailer to Cart-Away Concrete in an amount not to exceed \$24,390.48,

- and (2) appropriate \$9,390.48 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply toward the purchase. (Engineering/Public Works)
- 12. Resolution of the City Council of the City of National City authorizing the Mayor to execute Program Supplement Agreement (PSA) No. N010 Rev. 1 with the State of California Department of Transportation (CALTRANS) for the Citywide Safe Routes to School (SRTS) Pedestrian Enhancements Project to allow for reimbursement of up to \$350,000 in eligible project expenditures through the Federal Active Transportation Program (ATP). (Engineering/Public Works)
- 13. Resolution of the City Council of the City of National City authorizing the installation of time-restricted "No Parking Street Sweeping" signs "Tuesday, 9:00 AM to 10:00 AM," with the exception of City holidays on 2400-2500 block of "I" Avenue (TSC 2018-17). (Engineering/Public Works)
- 14. Temporary Use Permit St. Mary's Annual Fall Festival hosted by St. Mary's Catholic Church on Sunday, October 7, 2018 at the parish grounds located between E. 8th Street and "E" Avenue from 7 a.m. to 7 p.m. with no waiver of fees. (Neighborhood Services)
- 15. Warrant Register #51 for the period of 06/13/18 through 06/19/18 in the amount of \$2,572,034.65. (Finance)
- 16. Warrant Register #52 for the period of 06/20/18 through 06/26/18 in the amount of \$420,448.36. (Finance)
- 17. Warrant Register #1 for the period of 06/27/18 through 07/03/18 in the amount of \$3,650,138.97. (Finance)
- 18. Warrant Register #2 for the period of 07/04/18 through 07/10/18 in the amount of \$625,110.48. (Finance)
- 19. Warrant Register #3 for the period of 07/11/18 through 07/17/18 in the amount of \$2,624,474.40. (Finance)
- 20. Warrant Register #4 for the period of 07/18/18 through 07/24/18 in the amount of \$703,621.25. (Finance)
- 21. Warrant Register #5 for the period of 07/25/18 through 07/31/18 in the amount of \$1,644,095.21. (Finance)
- 22. Warrant Register #6 for the period of 08/01/18 through 08/07/18 in the amount of \$6,959,766.26. (Finance)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

NON CONSENT RESOLUTIONS

- 23. Resolution of the City Council of the City of National City approving, and authorizing the Mayor to execute, the Amended and Restated Regional Wastewater Disposal Agreement, and authorizing the City Manager to execute a modified Agreement should the City Attorney determine that the anticipated requests for modifications are non-substantive and do not adversely affect the City of National City. (Engineering/Public Works)
- 24. Resolution of the City Council of the City of National City adopting City Council Policy #119 Code of Ethics and Conduct for Elected Officials, Council Appointed Officials and Members of City Boards, Commissions and Committees. (City Manager)

NEW BUSINESS

- 25. Notice of Decision Planning Commission approval of a Conditional Use Permit for the off-site sale of beer and wine at a new retail store (My Goody's) located at 2424 Hoover Ave. Suite 'E' (Applicant: Rane Boulton) (Case File 2018-12 CUP) (Planning)
- 26. City Council review and direction on League of California Cities 2018
 Annual Conference Resolutions: (1) "A Resolution of the League of
 California Cities Calling upon the League to respond to the increasing
 vulnerabilities to Local Municipal Authority, Control and Revenue and
 explore the preparation of a Ballot Measure and/or Constitutional
 Amendment that would further strengthen local democracy and authority";
 (2) "A Resolution of the League of California Cities declaring its
 commitment to support the repeal of preemption in California Food and
 Agriculture Code 11501.1 that prevents local governments from regulating
 pesticides." (City Manager)
- 27. <u>City Council discussion and direction of possible future actions based on the findings of the investigation into the allegations against Councilmember Cano and the allegation against Councilmember Rios. (City Attorney)</u>
- 28. <u>City Council discussion and direction on City Council Policy #104 Conduct of City Council Meetings. (City Manager)</u>

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

29. <u>City Council discussion and direction on a Resolution in Support of Working People (Janus v. AFSCME Council 31).</u> (Councilmember Rios)

CLOSED SESSION REPORT

30. <u>Closed Session - Conference with Legal Counsel - Potential Litigation</u> <u>Pursuant to Government Code Section 54956.9(e)(1) One Potential Case</u>

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - September 18, 2018 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Workplace Gender Equity Day

Please scroll down to view the backup material.

Item	#
09/04	4/18

Workplace Gender Equity Day

Proclamation Forthcoming

The following page(s) contain the backup material for Agenda Item: <u>Introduction of New Employee - Ray Stryker, Housing Specialist.</u> (<u>Housing & Economic Development</u>)
Please scroll down to view the backup material.

Item #	
09/04/18	
Introduction of New Employee - Ray Stryker, Housing Specialis	ŧ
(Housing and Economic Development)	

The following page(s) contain the backup material for Agenda Item: <u>Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)</u>

Please scroll down to view the backup material.

Item # ____ 09/04/18

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City accepting funds in the amount of \$2,500 from SDG&E's 2018 SAFE San Diego Initiative through the Burn Institute, a 501(c)(3) non-profit organization, for the National City Community Emergency Response Team (CERT) to recruit, administer, and promote CERT training in National City, and authorizing the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. (Fire)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018 AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City accepting funds in the amount of \$2,500 from SDG&E's 2018 SAFE San Diego Initiative through the Burn Institute, a 501(c)(3) non-profit organization, for the National City Community Emergency Response Team (CERT) to recruit, administer, and promote CERT training in National City, and authorizing the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget. (Fire)

PREPARED BY: Frank Parra

PHONE: 619-336-4551

DEPARTMENT: Fire

EXPLANATION:

Through SDG&E's 2018 SAFE San Diego Initiative, SDG&E will award funds to more than 80 non-profit organizations, to support local emergency preparedness, safety, and disaster response programs. SDG&E has provided a check in the amount of \$2,500 to the Burn Institute, which is a 501(c)(3) non-profit organization, who is serving as National City CERT's fiscal agent to provide the grant funds.

This grant allows National City CERT to recruit new CERT members, administer the CERT program, and promote disaster preparedness training through the National City CERT Program. Staff recommends the establishment of an appropriation and corresponding revenue budget in the amount of \$2,500.

FINANCIAL STATE	MENT:		APPROVED:	Mark Raberto	Finance
ACCOUNT NO. Ex. 2	282-412-912-355-000	0 / Rev. 282-12912-3498	APPROVED:		MIS
No matching City for	unds required.				
ENVIRONMENTAL I	REVIEW:				
ORDINANCE: INTE	RODUCTION:	FINAL ADOPTION:			
STAFF RECOMMEN	DATION:				
Approve the Resolu	ution.				
BOARD / COMMISS	ION RECOMMENDA	TION:		p.	
ATTACHMENTS :					
Resolution					

RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING FUNDS IN THE AMOUNT OF \$2,500 FROM SDG&E'S 2018 SAFE SAN DIEGO INITIATIVE THROUGH THE BURN INSTITUTE, A 501(C)(3) NON-PROFIT ORGANIZATION, FOR THE NATIONAL CITY COMMUNITY EMERGENCY RESPONSE TEAM (CERT) TO RECRUIT, ADMINISTER, AND PROMOTE CERT TRAINING IN NATIONAL CITY, AND AUTHORIZING THE ESTABLISHMENT OF A REIMBURSABLE GRANTS CITY-WIDE FUND APPROPRIATION AND CORRESPONDING REVENUE BUDGET

WHEREAS, through SDG&E's 2018 SAFE San Diego Initiative, SDG&E will award funds to more than 80 non-profit organizations to support local emergency preparedness, safety, and disaster response programs; and

WHEREAS, SDG&E has provided \$2,500 to the Burn Institute, which is a 501(c)(3) non-profit organization, that serves as fiscal agent to provide the grant funds to the National City Community Emergency Response Team (CERT); and

WHEREAS, this grant allows National City CERT to recruit new CERT members, administer the CERT program, and promote disaster preparedness training through the National City CERT Program; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby accepts the grant funds in the amount of \$2,500 from SDG&E's 2018 SAFE San Diego Initiative through the Burn Institute, a 501(c)(3) non-profit organization, for the National City Community Emergency Response Team (CERT) to recruit, administer, and promote CERT training in National City

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of a Reimbursable Grants City-Wide Fund appropriation and corresponding revenue budget in the amount of \$2,500.

PASSED and ADOPTED this 4th day of September, 2018.

	Ron Morrison, Mayor		
ATTEST:	APPROVED AS TO FORM:		
Michael R. Dalla, City Clerk	Angil P. Morris-Jones City Attorney		

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving and authorizing the City Manager to execute the Ratification of and First Amendment to a Real Property Purchase and Sale Agreement and Joint Escrow Instructions pertaining to the sale of the property located at 130 East 8th Street in National City to Protea National City, LLC, adding Exhibit "B-1" and extending the close of escrow for 6 months, expiring March 1, 2019; and authorizing the City Manager to approve and execute up to two additional amendments, each extending the term of the Agreement by 90-days. (Housing & Economic Development) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018

ITEM TITLE:
Resolution of the City Council of the City of National City approving and authorizing the City Manager
to execute the Patification of and First Amendment to a Real Property Purchase and Sale Agreement

Resolution of the City Council of the City of National City approving and authorizing the City Manager to execute the Ratification of and First Amendment to a Real Property Purchase and Sale Agreement and Joint Escrow Instructions pertaining to the sale of the property located at 130 East 8th Street in National City to Protea National City, LLC, adding Exhibit "B-1" and extending the close of escrow for 6 months, expiring March 1, 2019; and authorizing the City Manager to approve and execute up to two additional amendments, each extending the term of the Agreement by 90-days.

PREPARED BY: Greg Rose

DEPARTMENT: Housing and Econ. Dev.

APPROVED BY:

PHONE: 619-336-4266

EXPLANATION:

The City owns certain real property ("Property") located at 130 East 8th Street in National City. The City selected a proposal by Protea National City LLC ("Developer") through the RFP process and entered into an Exclusive Negotiating Agreement with the Developer on June 20, 2017. The City entered into a Purchase and Sales Agreement on January 16, 2018 with the Developer to purchase the Property for the appraised value of \$520,000 and construct the proposed project described in the Developer's proposal. The close of escrow in the Purchase and Sales Agreement is September 1, 2018. The Developer needs more time to obtain Building Permit approvals, which is a condition to close escrow. Changes in market conditions and an increase in construction costs have necessitated modification to the design to maintain financial viability of the project. These modifications are depicted in Exhibit "B-1".

FINANCIAL STATEMENT:	APPROVED: Mathewater Finance	се
ACCOUNT NO.	APPROVED: MIS	
	Agreement with the Affected Taxing Entities (ATEs), distributed among the ATEs as required by Health are 18% of net proceeds from the distribution.	

Approval of the property transfer is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") guidelines because the proposed action consists of an administrative activity that will not result in direct or indirect physical changes to the environment.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

- 1. First Amendment to the Purchase and Sale Agreement
- 2. Exhibit B-1
- 3. Purchase and Sales Agreement
- 4. Resolution

RATIFICATION OF AND FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (East 8th Street and B Avenue)

THIS RATIFICATION OF AND FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (East 8th Street and B Avenue) (this "Amendment") dated as of the 4th day of September, 2018, by and between the City of National City ("Seller"), and Protea National City, LLC, a California limited liability company ("Purchaser").

RECITALS

- A. The Seller and Purchaser are all of the parties to that certain Purchase and Sale Agreement, dated as of January 16, 2018 ("Agreement").
- B. The Agreement by its terms required "Closing" to occur on or before September 1, 2018, which is prior to the date of this Amendment. The Seller and Purchaser desire for the Agreement to continue in full force and effect and desire to amend the Agreement as set forth herein. All terms not defined in this Amendment shall have the meanings set forth in the Agreement. In the event of any conflict between the Agreement and this Amendment, the terms of this Amendment shall control.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are acknowledged, Purchaser and Seller hereby amend the Agreement, and agree as follows:

- 1. <u>Ratification and Revival of Agreement</u>. Each of Seller and Purchaser hereby ratifies the Agreement, agrees that the Agreement continues in full force and effect, and agrees to continue to be bound by all terms and conditions set forth in this Agreement, notwithstanding the September 1, 2018 deadline for the "Closing Date," set forth in Section 2 of the Agreement.
- 2. <u>Restatement of Definition of Closing Date</u>. The definition of "Closing Date" set forth in Section 2 of the Agreement is hereby amended and restated to provide as follows:

"Closing Date" means the close of Escrow as provided herein, which shall be one (1) Business Day after the latest of: (i) the date all of the Conditions Precedent for the Benefit of the Seller have been satisfied; and ((ii) the date all of the Conditions Precedent for the Benefit of the Purchaser have been satisfied. The Closing shall occur on or before March 1, 2019. Purchaser, in its sole and absolute discretion, shall have the right to accelerate the Closing Date prior to the issuance of the building permit/s for the Project, provided the Conditions Precedent for the Benefit of the Seller have been satisfied. In the event that Purchaser elects to accelerate the Closing Date, the time period for commencement of construction of the Project pursuant to Section 11 (a) (1) shall remain 180 days from March 1, 2019. Upon written request of Purchaser, the Deputy City Manager or designee, on behalf of the Seller, may grant two (2) 90-day extensions of the Closing Date.

- 3. <u>Project Modification; Omnibus Amendment to Exhibit B</u>. All references to Exhibit B, wherever set forth in the Agreement shall mean Exhibit B, as modified by Exhibit B-1 attached to this Amendment. Exhibit "B" and "B-1" shall be read together and form one Exhibit and where they conflict, and where they conflict, Exhibit "B-1" shall prevail over Exhibit "B".
- 4. <u>General</u>. Except as expressly amended hereby, the terms and conditions of the Agreement shall remain unmodified and in full force and effect. This Amendment may be executed in counterparts, all of which evidence only one agreement, binding on all parties, even though they are not signatories to the same counterpart. If any term, covenant or condition of this Amendment or its application to any person or circumstances shall be held to be invalid or unenforceable, the remainder of this Amendment and the application of such term or provision to other persons or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law. The terms of this Amendment are binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. This Amendment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

SELLER:	PURCHASER:
CITY OF NATIONAL CITY	PROTEA NATIONAL CITY, LLC a California limited liability company
Leslie Deese, City Manager	Andrew Malick, Manager
APPROVED AS TO FORM:	
	Jeffrey Essakow, Manager
Angil P. Morris-Jones	
City Attorney	



Site Location 130 East 8th Street National City, CA 91950 Development Team

Malick Infill Development

Protea Properties

Principal Contact
Andrew Malick
E: andrew@malickinfill.com
T: 619.252.8465

Contact Address 3262 Holiday Ct. #100 La Jolla, CA 92037





MILLER HULL

The Miller Hull Partnership, LLP Architecture and Planning

Polson Building 71 Columbia, Sixth Floor Seattle, WA 98104

Phone 206.682.6837 Fax 206.682.5692

Contact Name

11 March 2013
Author
Checker
0800 Issue Date: ____ Drawn: ___ Checked: ___ M|H Project No.:_

ARCHITECTURAL SITE PLAN G-003

UNIT COUNT / PARKING COUNT

	# OF UNITS	PARKING RATIO	PROPOSED PARKING REQUIREMENT
MICRO-UNITS	94	1	94
1 BD	5	1	5
CO-LIVING UNITS (3BD)	4	1.4	5.6
CO-LIVING UNITS (2BD)	5	1.2	6
TERRACE HOMES (2BD)	7	1.2	8.4
ROW HOMES (3BD)	6	1.4	8.4
GRANNY FLAT (1BD)	6	1	6
TOTAL	127		133.4
			•

PARKING BONUS

MIIC				

CURRENT PARKING = 67 CAR + 2 MOTORCYCLE = 69 TOTAL 127 UNITS. 50% OF UNITS = 63.5 (BONUS) 133 (REQUIRED SPOTS) - 63.5 (BONUS) = 69.5 PARKING SPOTS

LOADING ZONE/MAIL TRUCK
 PARKING ALONG STREET

RETAIL/OFFICE

UNIT TYPE	SQ FT	PARKING RATIO	PROPOSED PARKING REQUIREMENT
TOTAL RETAIL SQFT	12,288	2.5 :1,000SQFT	31
BUILDING MAINTENANCE			1
TOTAL # OF PARKING			32

Non - Residential Off Street Parking: Per 1,000 SQFT of Gross Floor Area = 2.5 Parking Stalls (For all non-residential uses except A) eating & drinking establishments that have a common parking area with other uses and B) outdoor dining areas .) PAGE 47 Downtown Specific Plan

ON-STREET PARKING AVAILABILITY

E 8TH STREET = 6 MARKED PARKING STALLS B AVENUE = 10 UNMAKRED PARKING STALLS E 9TH STREET = 5 UNMAKRED STALLS TOTAL ON-STREET PARKING = 21

GROSS/NET SQFT

LEVEL	GROSS SQFT	NET RENTABLE SQFT RESIDENTIAL	NET RENTABLE SQFT RETAIL
LEVEL P1	7,422	-	-
LEVEL 1	23,946	5,821	6,242
LEVEL 2	25,596	4,560	3,346
LEVEL 3	19,959	16,777	-
LEVEL 4	15,123	12,218	-
LEVEL 5	11,963	9,327	-
LEVEL 6	11,963	9,327	-
LEVEL 7	11,963	9,327	-
LEVEL 8/ROOF	1,562	-	2,700
TOTAL	129,497	67,357	12,288

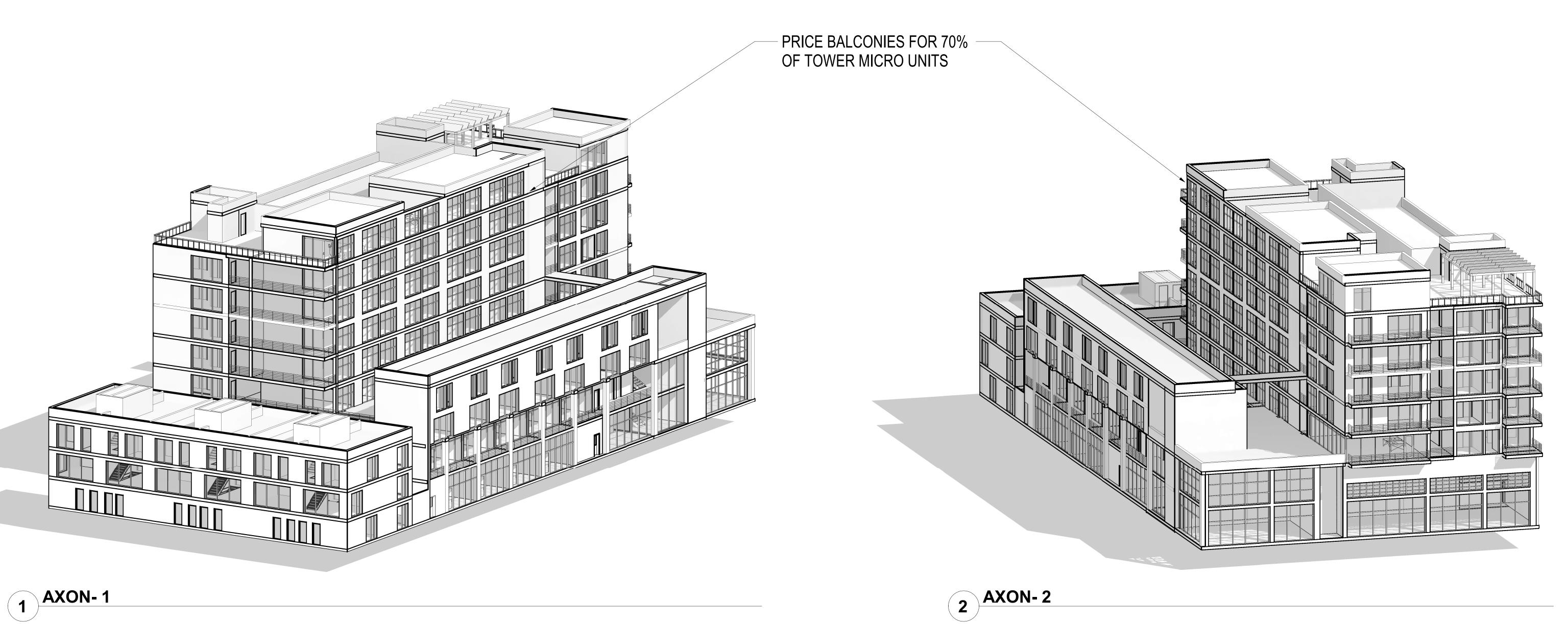
1 SITE PLAN
3/64" = 1'-0"

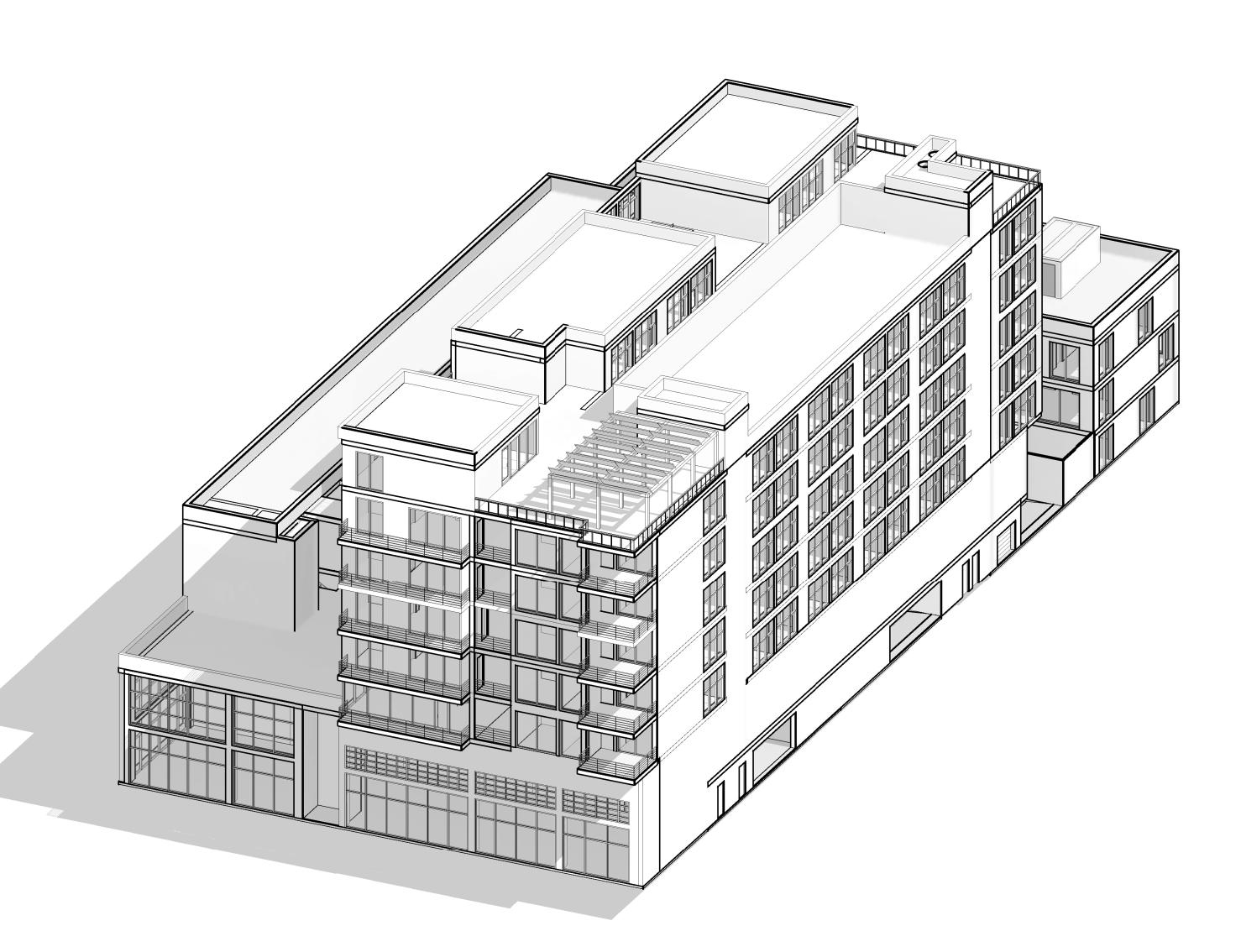


CLIENT LOGO

emplate (CITY, STATE, ZIP)

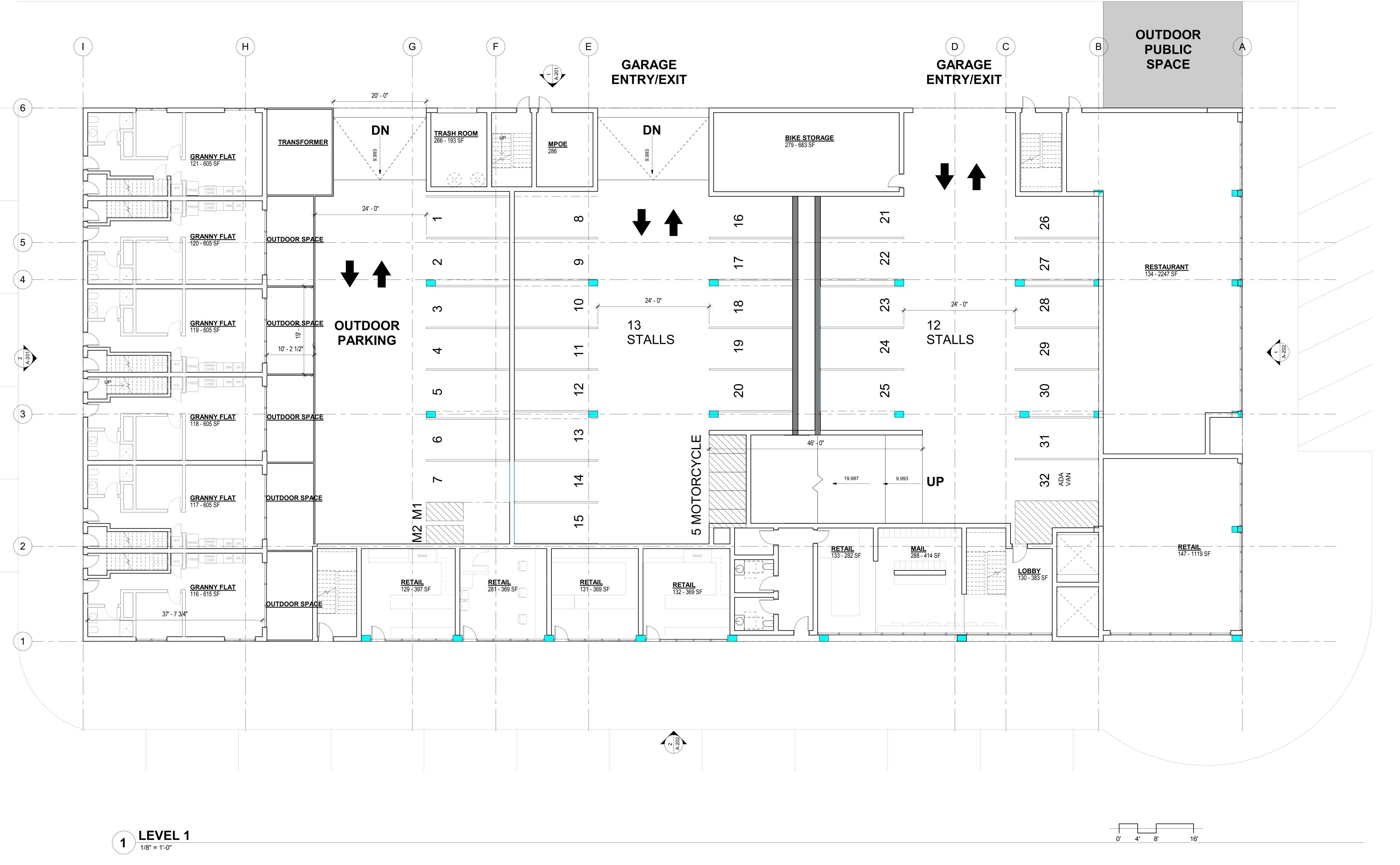
AXONS A-099







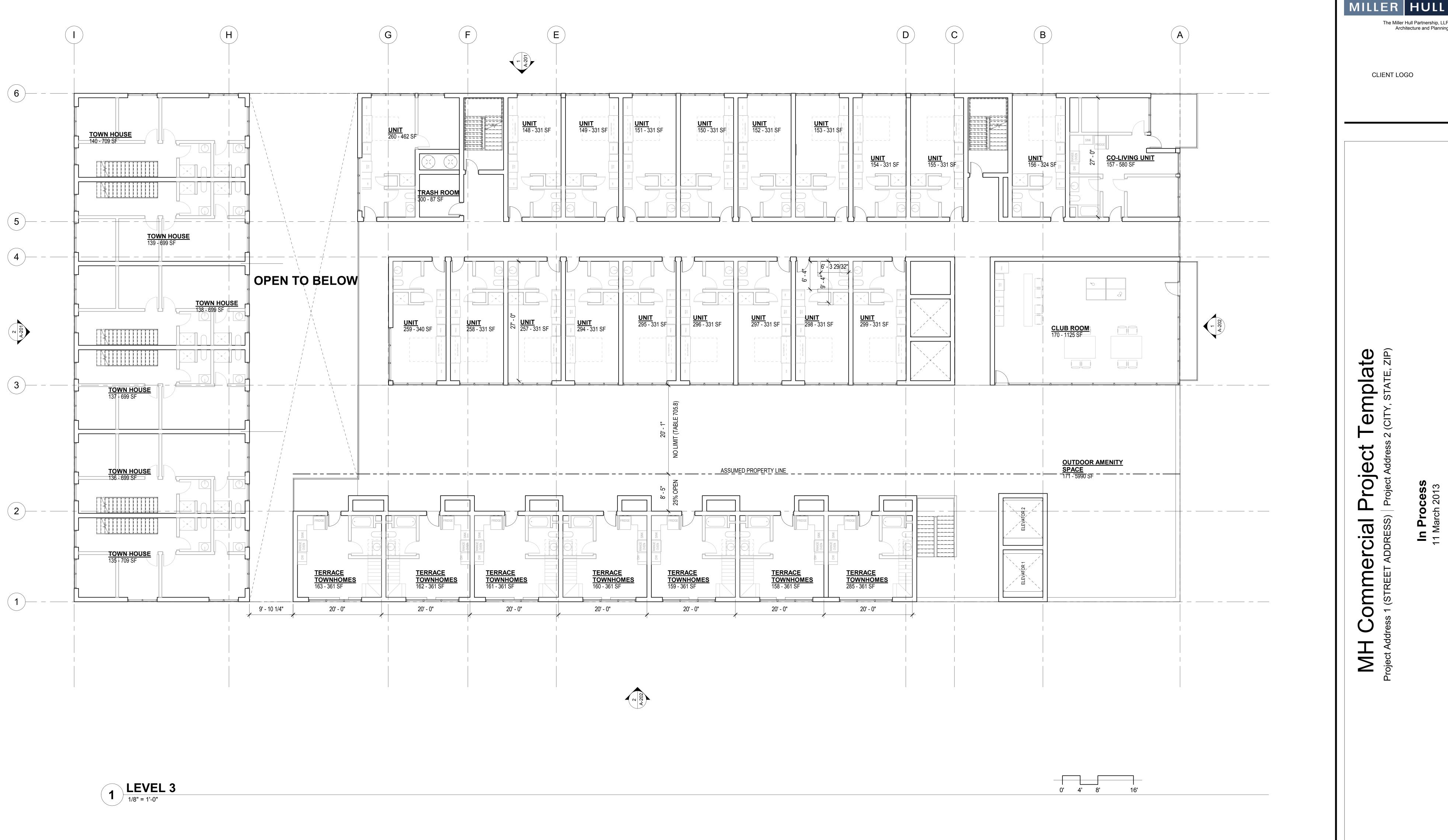




LEVEL 1 FLOOR PLAN A-101

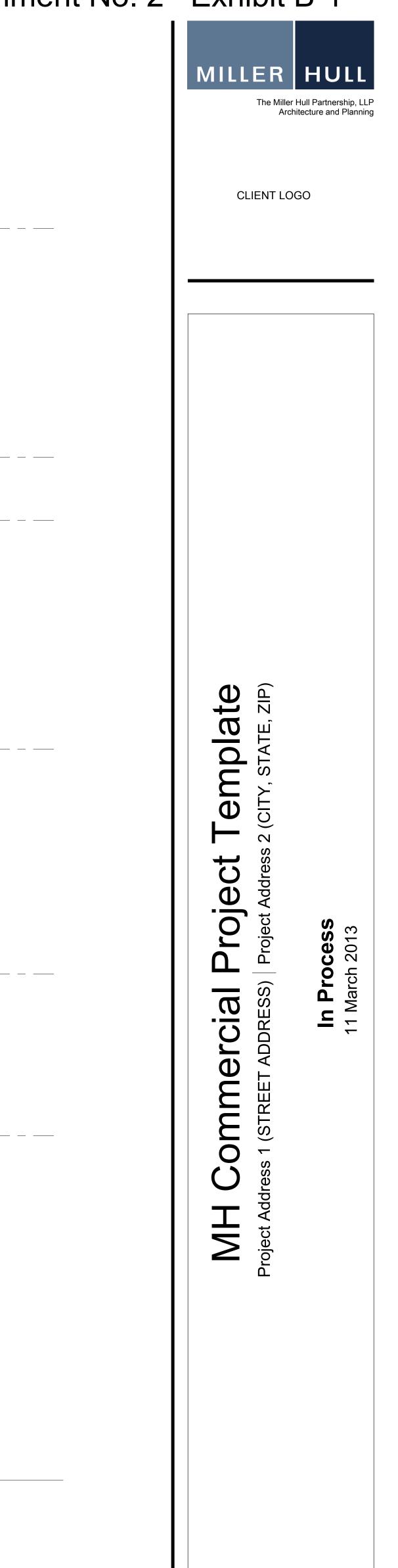
MILLER HULL The Miller Hull Partnership, LLP Architecture and Planning

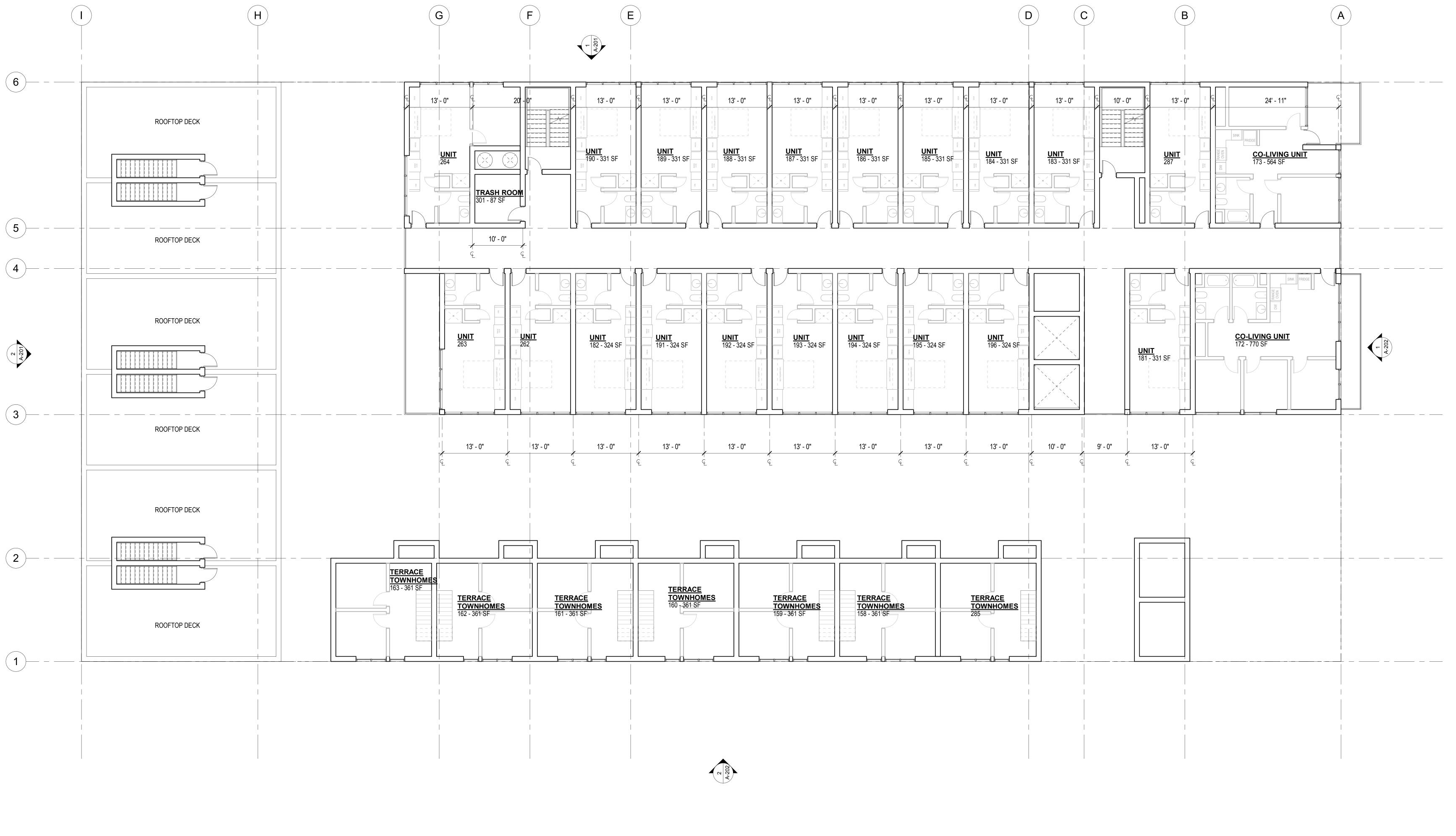
LEVEL 2 FLOOR PLAN **A-102**



nplate STATE, ZIP) Proje

LEVEL 3
FLOOR PLAN
A-103

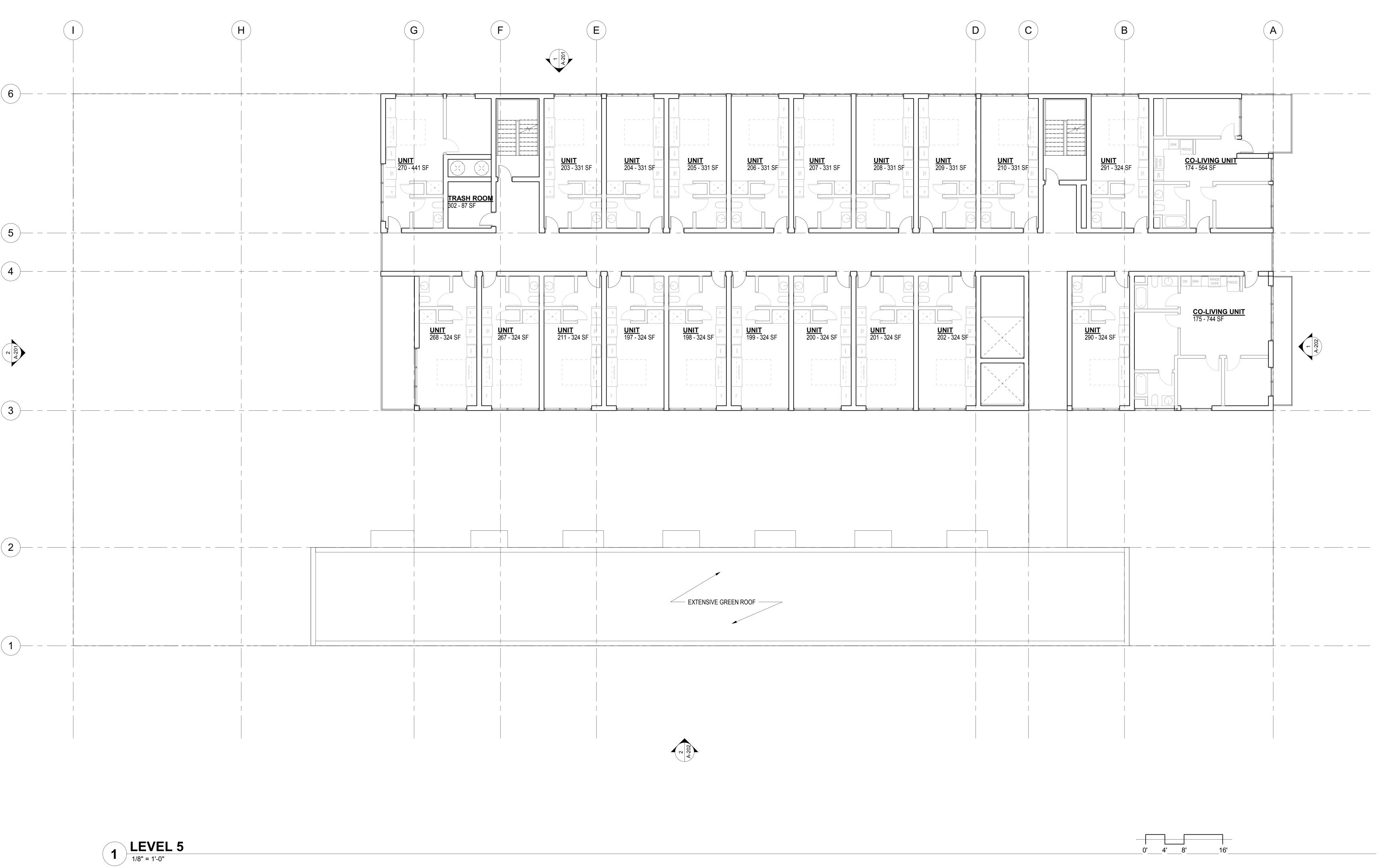




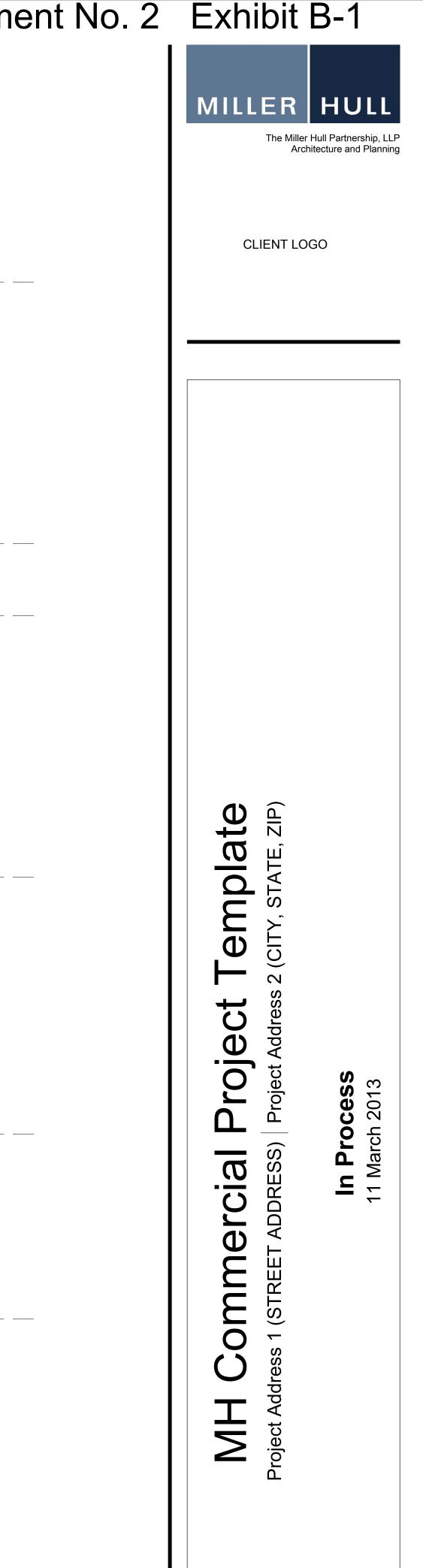
C:\Revit Projects\NationalCity_ARCH_R18_oprinzival 5/25/2018 4:28:29 PM 1 LEVEL 4
1/8" = 1'-0"

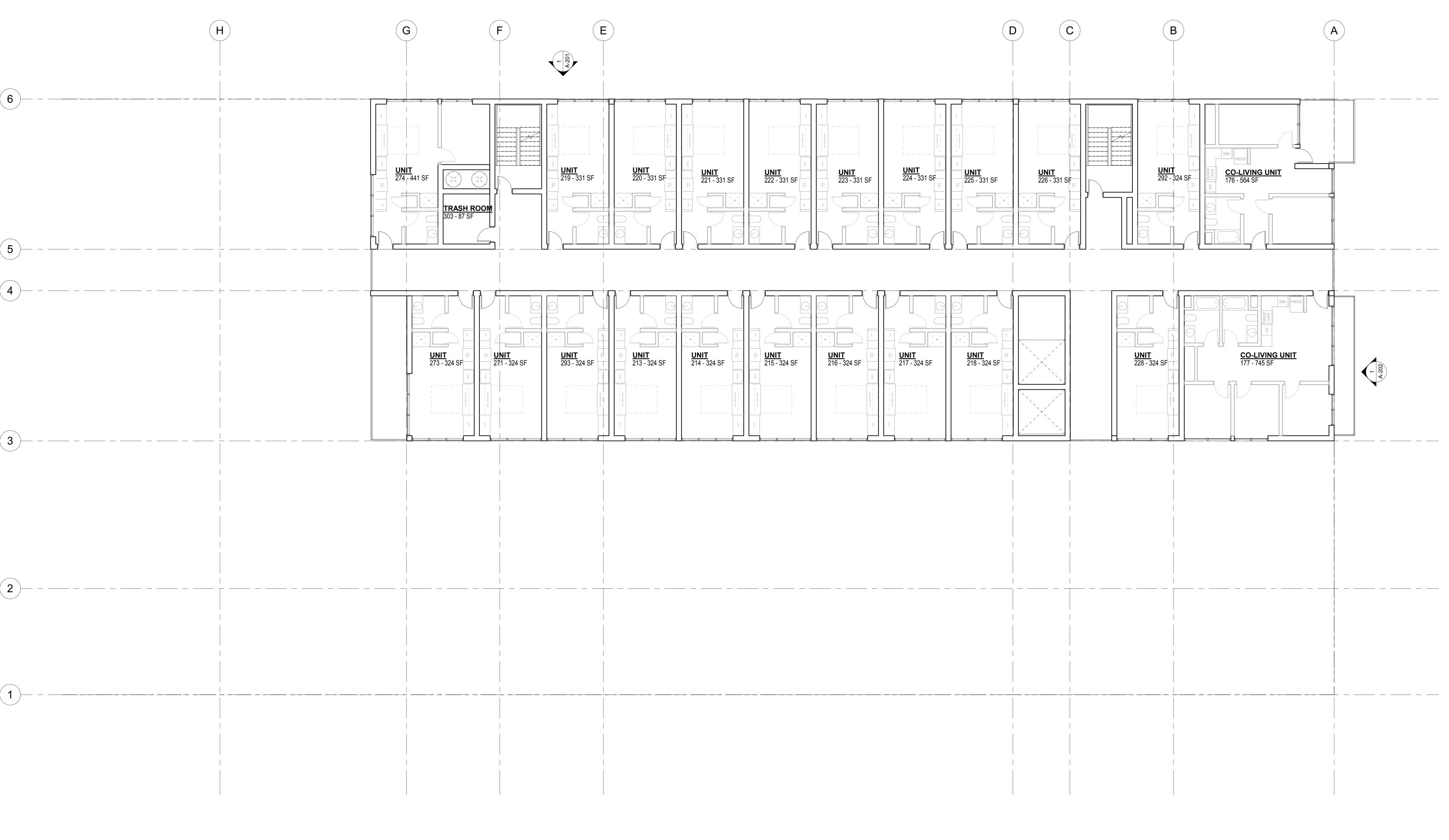
LEVEL 4
FLOOR PLAN
A-104

27 of 413

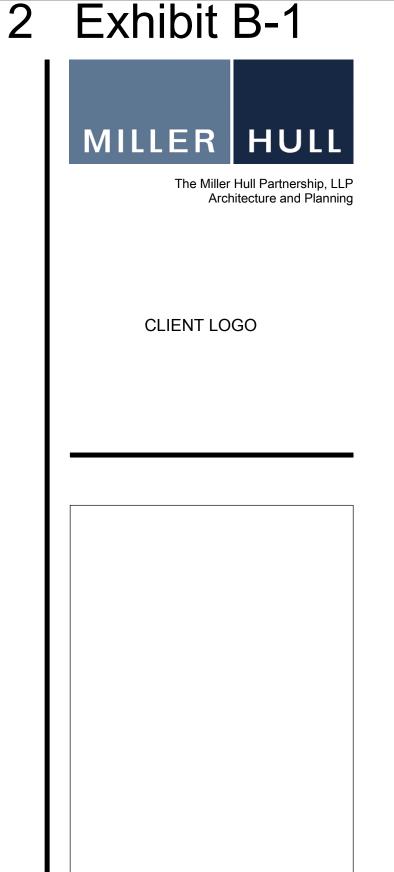


LEVEL 5
FLOOR PLAN
A-105



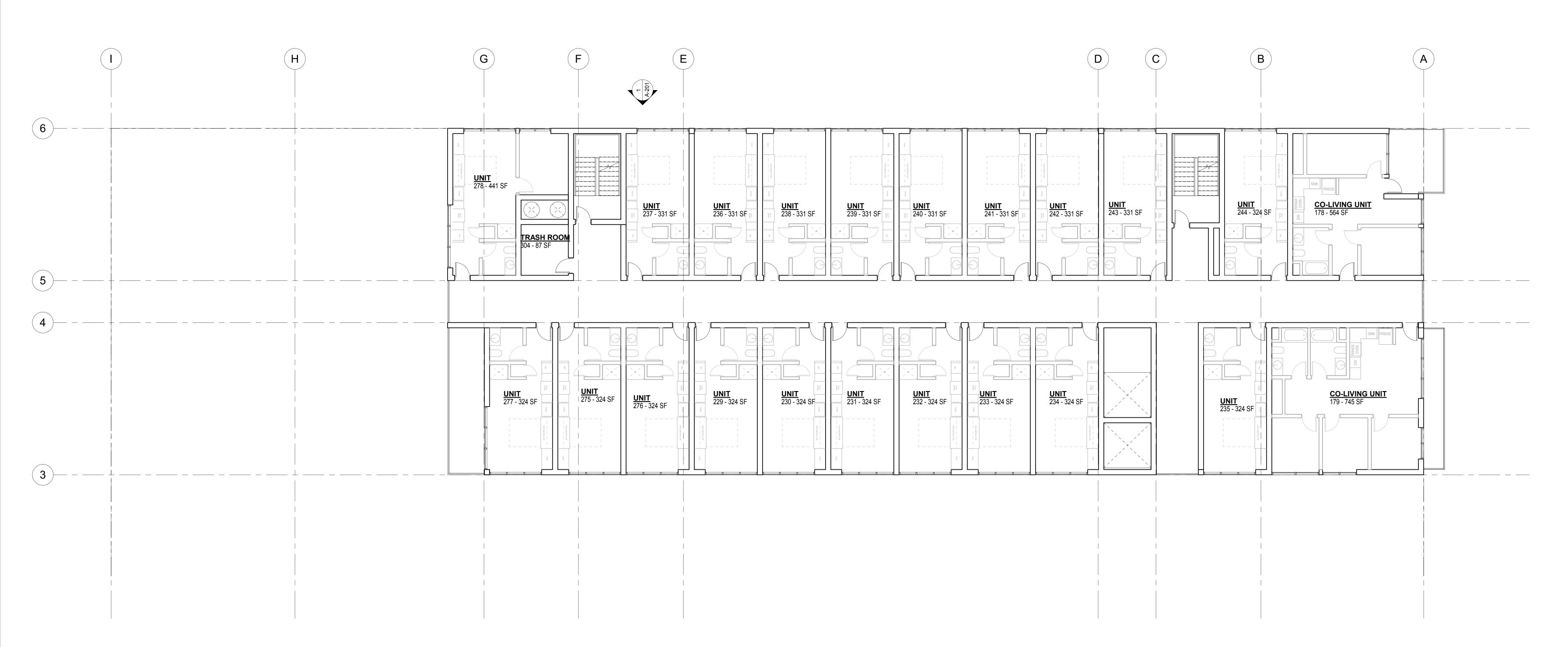


LEVEL 6
FLOOR PLAN
A-106



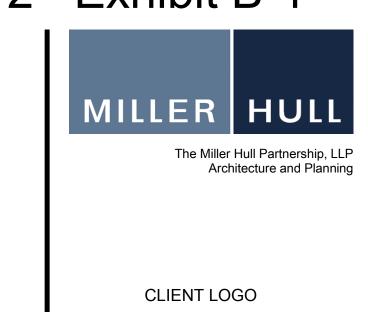
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MH Project Add

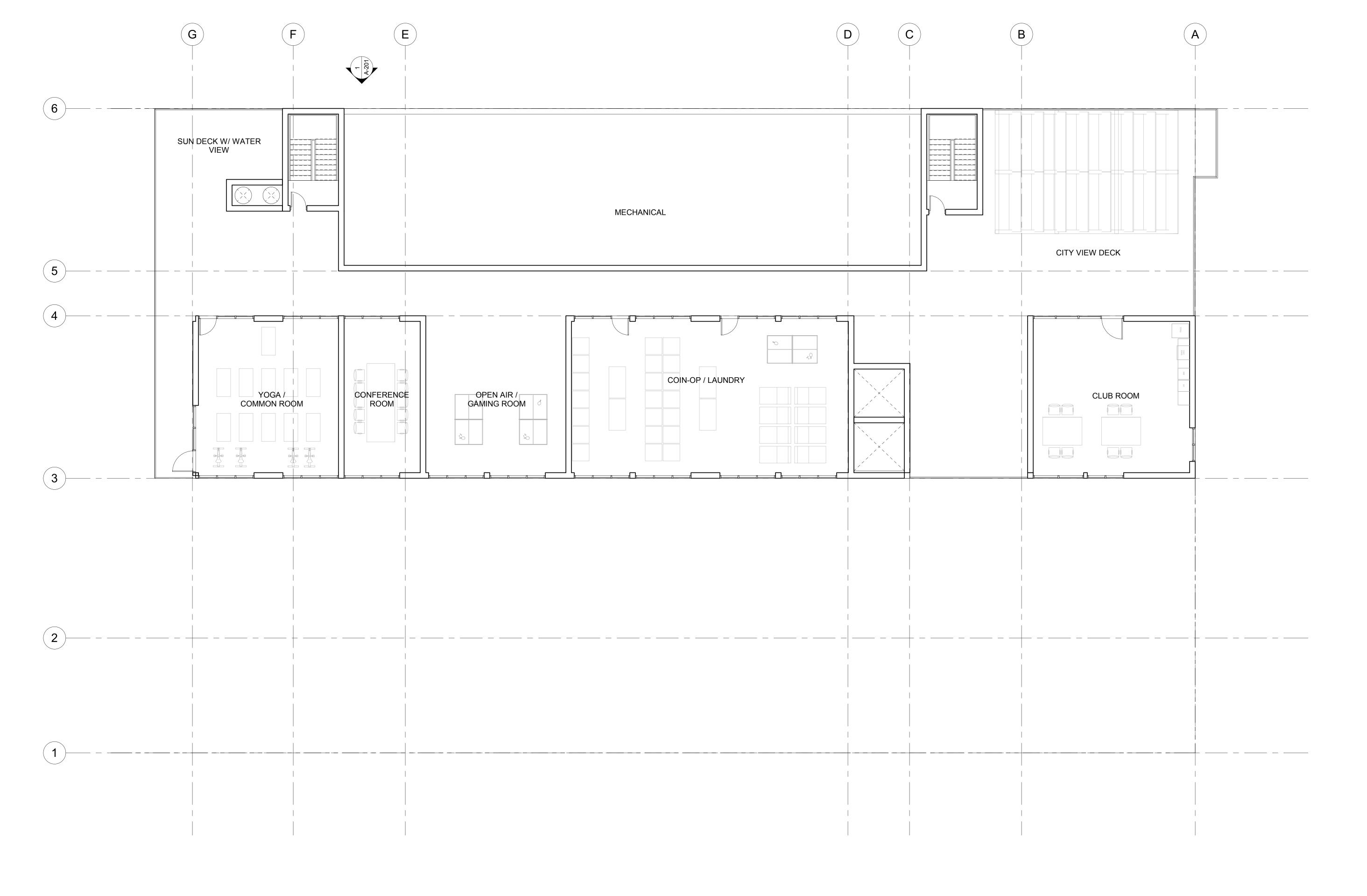


1 LEVEL 7
1/8" = 1'-0"

LEVEL 7
FLOOR PLAN
A-107



1H Commercial Project Template ct Address 1 (STREET ADDRESS) | Project Address 2 (CITY, STATE, ZIF

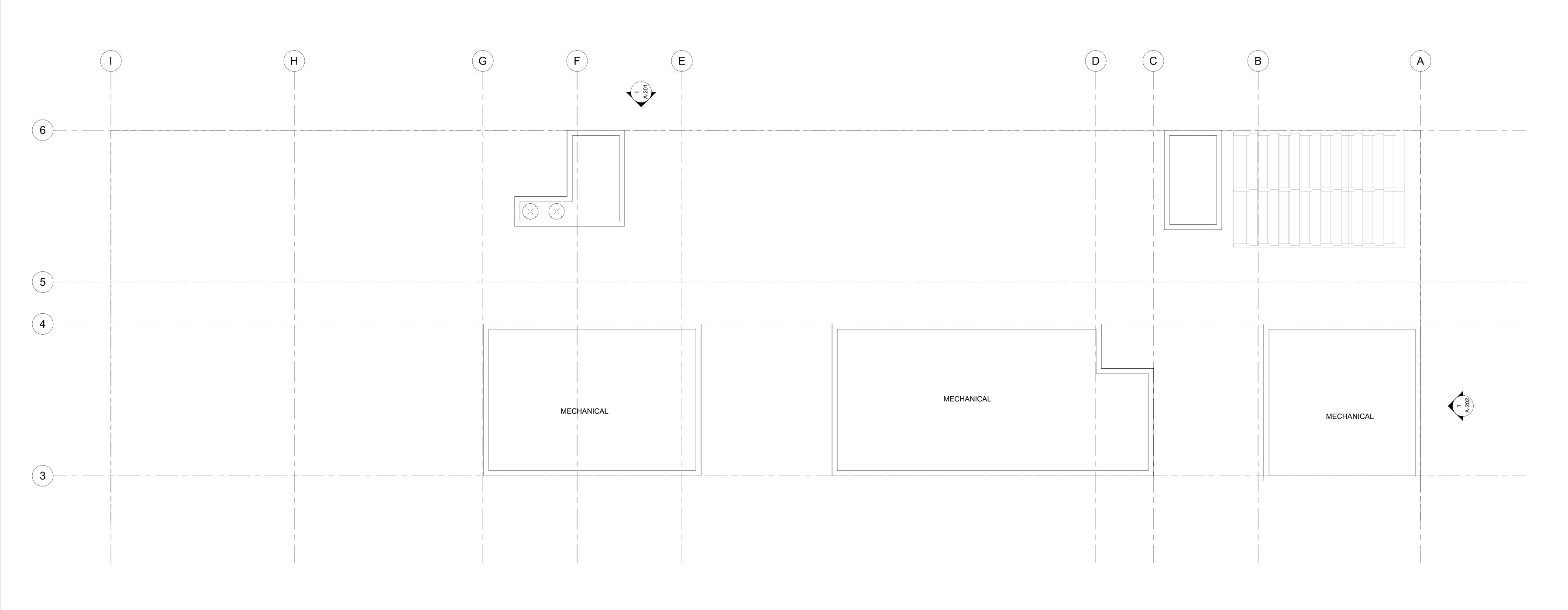


1 LEVEL 8/ LOW ROOF
1/8" = 1'-0"

I EVEL 8/R

MILLER HULL

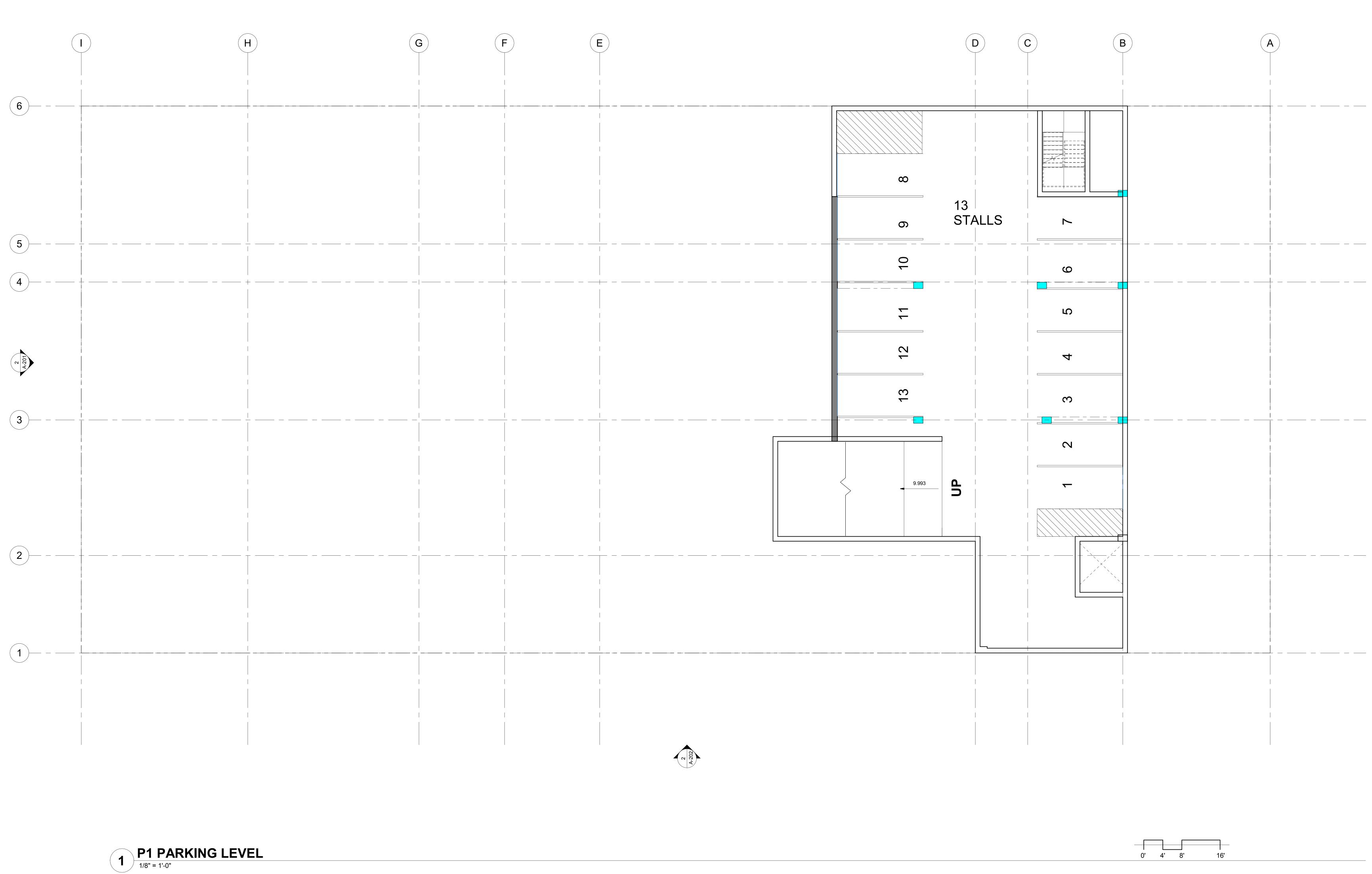
CLIENT LOGO



1 HIGH ROOF
1/8" = 1'-0"

CLIENT LOGO

MILLER HULL



NOTE: A PARTIAL BELOW GRADE PARKING LEVEL TO BE LOOKED AT AS AN OPTION B IF MORE PARKING IS REQUIRED. ALL FLOORS ABOVE WOULD REMAIN THE SAME.

> LEVEL P1 FLOOR PLAN A-110

MILLER HULL CLIENT LOGO

BUILDING ELEVATIONS A-202

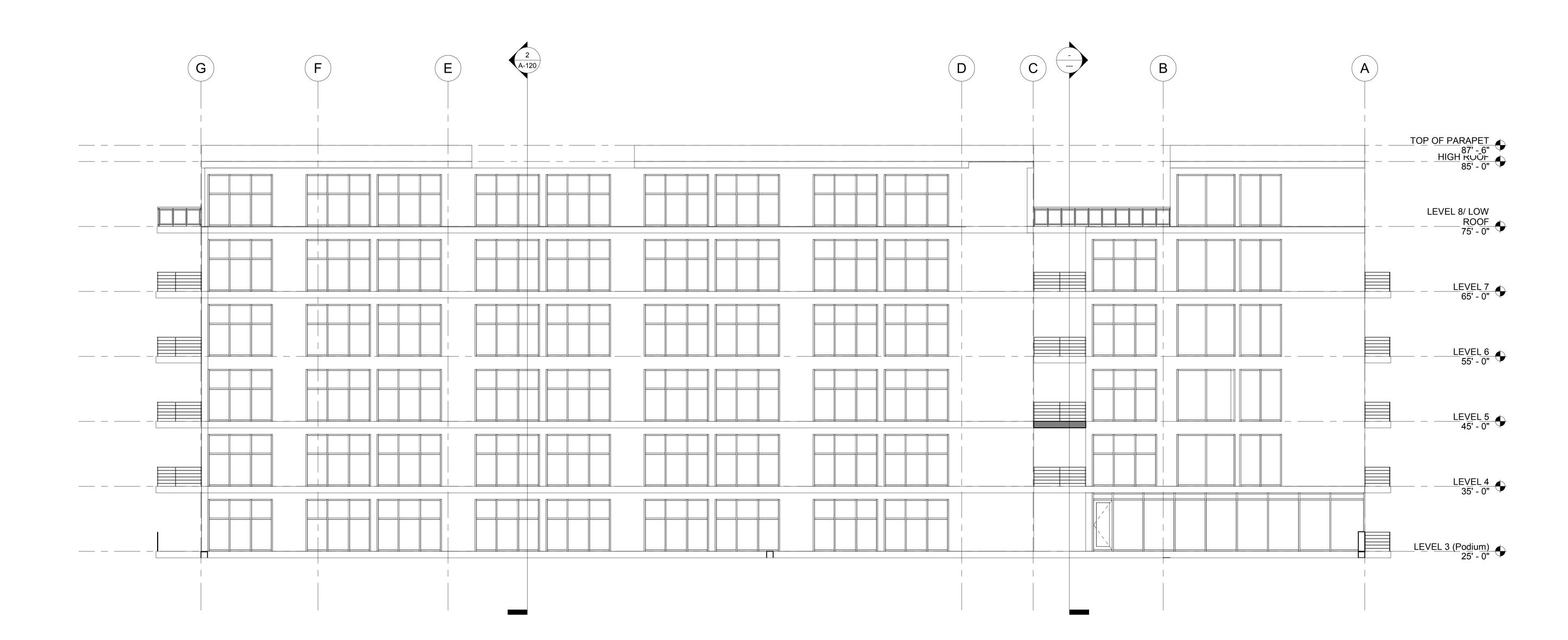
CLIENT LOGO

Proje

LEVEL 5 45' - 0" LEVEL 4 35' - 0"

1 COURTYARD ELEVATION - 1

1/8" = 1'-0"



2 COURTYARD ELEVATION - 2

1/8" = 1'-0"

BUILDING ELEVATIONS - COURTYARD A-203

PURCHASE AND SALE AGREEMENT (East 8th Street and B Avenue)

THIS PURCHASE AND SALE AGREEMENT (East 8th Street and B Avenue) (this "Agreement") dated as of the ___ day of January, 2018, by and between the City of National City ("Seller"), and Protea National City, LLC, a California limited liability company ("Purchaser").

RECITALS

- A. Seller owns the fee interest in that certain real property generally located at East 8th Street and B Avenue, with an address of 130 East 8th Street in the City of National City, County of San Diego, California, which is legally described on Exhibit A attached hereto and made a part hereof (the "Property").
- B. Seller and Purchaser desire: (i) for Seller to sell the Property to Purchaser at fair market value, and for Purchaser to purchase the Property from Seller; and (ii) for Purchaser to develop the Property by constructing the project substantially as described on Exhibit B attached hereto and made a part hereof ("Project").
- C. Seller agrees to sell the Property to Purchaser for an amount equal to its current fair market value of Five Hundred Twenty Thousand and No/100 Dollars (\$520,000.00) (the "Purchase Price") (which is the fair market value of the Property as determined by that certain appraisal dated October 6th, 2017, performed by Brad C. Woodall, MAI). The Purchase Price shall be payable by Purchaser to Seller in cash at Closing.
- D. Seller's sale of the Property to Purchaser and Purchaser's purchase of the Property and construction of the Project on the Property pursuant to the terms of this Agreement, are in the vital and best interest of the City of National City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements under which the redevelopment of the Project has been undertaken.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are acknowledged, Purchaser and Seller hereby agree as follows:

1. Effectiveness of Agreement and Purchase and Sale.

(a) <u>Effectiveness of Agreement</u>. This Agreement shall be effective and binding upon all parties hereto concurrently with the last to occur of the following (the "Effective Date"): (i) this Agreement has been duly executed by Purchaser and delivered by Purchaser to Seller; (ii) this Agreement has been formally approved by resolution of the Seller's board; and (iii) this Agreement has been duly executed by Seller and delivered by Seller to Purchaser. Under no circumstances will this Agreement be effective before all of the preceding have occurred.

- (b) <u>Purchase and Sale of the Property</u>. In consideration of the mutual covenants set forth in this Agreement, and on the terms and conditions set forth herein, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller on the terms and conditions set forth herein. Purchaser is purchasing the Property "As-Is" and without warranty. At Closing, Seller shall convey to Purchaser title to the Property by recordation of the Grant Deed. The Escrow Agent shall issue the Title Policy (as defined below) to the Purchaser at Closing.
- 2. <u>Definitions</u>. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" means this Purchase and Sale Agreement between the Seller and the Purchaser.

"Business Day" means any day other than a Saturday, Sunday or any other day on which Purchaser or Escrow Agent is not open for business. In the event any date, deadline or due date set forth in this Agreement falls on a day that is not a Business Day, then such deadline or due date shall automatically be extended to the next Business Day.

"Close" or "Closing" means the close of Escrow as provided herein, which shall occur on the Closing Date.

"Closing Date" means the close of Escrow as provided herein, which shall be one (1) Business Day after the latest of: (i) the date all of the Conditions Precedent for the Benefit of the Seller have been satisfied; and (ii) the date all of the Conditions Precedent for the Benefit of the Purchaser have been satisfied. The Closing shall occur on or before September 1st, 2018. Purchaser, in its sole and absolute discretion, shall have the right to accelerate the Closing Date prior to the issuance of the building permit/s for the Project, provided the Conditions Precedent for the Benefit of the Seller have been satisfied, provided the Conditions Precedent for the Benefit of the Seller have been satisfied.

"Conditions Precedent for the Benefit of the Seller" shall have the meaning set forth in Section 5 of this Agreement.

"Conditions Precedent for the Benefit of the Purchaser" shall have the meaning set forth in Section 6 of this Agreement.

"Deposit" shall have the meaning set forth in Section 3(a) of this Agreement.

"Due Diligence Period" means the period of time commencing on the Effective Date and ending at 5:00 p.m. Pacific time on March 1st, 2018.

"Effective Date" is as defined in Section 1(a) of this Agreement, which may or may not be the date this Agreement was executed and delivered by the Seller or the Purchaser.

"Escrow" means the escrow depository and disbursement services to be performed by Escrow Agent pursuant to the provisions of this Agreement.

"Escrow Agent" means Carla Burchard at Stewart Title Company, 7676 Hazard Center Drive, Suite 1400, San Diego CA 92108.

"Grant Deed" means a duly executed and acknowledged grant deed conveying fee simple title to the Property from Seller to Purchaser.

"Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United State Government. Provided, however, the term "Hazardous Materials" shall not include substances typically used in the ordinary course of developing, operating and maintaining apartment complexes in California or small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar properties, provided that such substances are used in compliance with applicable laws.

"Immediately Available Funds" means a bank wire transfer or a certified bank or cashier's check.

"Permitted Exceptions" means (i) the printed exceptions and exclusions in the Title Policy; (ii) the exceptions to title set forth in Schedule B to the Title Report (as defined in Section 4(c) below) which are approved by Purchaser in writing, or deemed approved by Purchaser, as provided in Section 4(c) below; (iii) real property taxes and assessments which are a lien but not yet payable; (iv) any title exceptions caused, consented to or preapproved by Purchaser; and (v) all applicable building, zoning and use restrictions and/or regulations of any municipality, township, county or state; (vii) defects that would be shown by an inspection or by a survey of the Real Property; and (viii) any reserved oil, water and/or mineral rights.

"Project" means the development project described on <u>Exhibit B</u> attached hereto, which the Purchaser intends to construct at the Property. Seller acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, Purchaser shall have the right, in its sole and absolute discretion, and at its sole cost and expense, to utilize the California government code sections 65915-65918 and any cross referenced and chaptered bills for the purposes of adapting the project to market conditions.

"Property" means that certain real property generally located at East 8th Street and B Avenue, with an address of 130 East 8th Street in the City of National City, County of San Diego, California, which is legally described on Exhibit A attached hereto and made a part hereof.

"Purchase Price" shall have the meaning set forth in Section 3 of this Agreement.

"Purchaser" means Protea National City, LLC, a California limited liability company.

"Seller" means the City of National City.

"Title Policy" means a CLTA Owner's Policy of Title Insurance in the amount of the Purchase Price, insuring that title to the fee interest in the Property is vested in the Purchaser subject only to the Permitted Exceptions, which Title Policy shall be obtained through the Escrow Agent. Seller shall pay the cost of the CLTA Owner's Policy of Title Insurance. Purchaser shall pay the cost of any endorsements it desires. Purchaser may obtain an ALTA Owner's Policy of Title Insurance in which event Purchaser shall pay the cost difference between the cost of the ALTA Owner's Policy of Title Insurance and the cost of a CLTA Owner's Policy of Title Insurance.

- 3. Purchase Price. The purchase price for the Property shall be Five Hundred Twenty Thousand and No/100 Dollars (\$520,000.00). Provided, however, if the Purchaser for whatever reason, does not to construct the alley closure and pocket park substantially as described on Exhibit B, hereto, then the Purchaser, in its reasonable discretion, shall allocate an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) and use these monies for the enhancement of the public realm between the bounds of the Property and behind the limits of the curb face of 8th Street, B Street, and 9th Street respectively (the "Enhancement"). The Enhancement may include, but not be limited to providing street furniture, parklets, public art, awnings or street lighting. The Municipal review process for approving how the Enhancement funds are apportioned shall be separate and independent from the review process for the Project and shall in no way delay the forward progression of the Project development within the bounds of the Property.
- (a) <u>Deposit</u>. Purchaser shall make a deposit into Escrow of Immediately Available Funds in the amount of Five Thousand and No/100 Dollars (\$5,000.00) (the "Deposit") within three (3) Business Days of the Effective Date. The Deposit shall be refundable until the expiration of the Due Diligence Period. If the Purchaser elects to terminate this Agreement prior to expiration of the Due Diligence Period, as set forth in Section 4, below, then upon receipt of written notice from the Seller and the Purchaser, the Escrow Agent shall return the Deposit to the Purchaser, plus any interest earned thereon. Provided, however, all fees and costs charged by the Escrow Agent shall be paid one-half (1/2) by the Seller and one-half (1/2) by the Purchaser.
- (b) <u>LIQUIDATED DAMAGES</u>. THE DEPOSIT SHALL BE REFUNDABLE TO THE PURCHASER AS MAY BE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. IF ESCROW FAILS TO CLOSE AS A RESULT OF PURCHASER'S DEFAULT HEREUNDER, THE SOLE REMEDY OF THE SELLER SHALL BE TO TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE THEREOF TO PURCHASER AND ESCROW AGENT, WHEREUPON THE SELLER SHALL RETAIN THE DEPOSIT(S) AND ALL INTEREST THEREON AS LIQUIDATED DAMAGES (AND, THE SELLER WAIVES ANY RIGHT TO SPECIFICALLY ENFORCE THIS AGREEMENT SET FORTH IN CALIFORNIA CIVIL CODE SECTION 1680 OR 3389); PROVIDED, HOWEVER THAT ANY AMOUNTS DEPOSITED BY THE PURCHASER INTO ESCROW WHICH EXCEED THE DEPOSIT, SHALL BE RETURNED BY THE ESCROW AGENT TO THE PURCHASER (EXCEPT TO THE EXTENT NECESSARY TO PAY THE PURCHASER'S SHARE OF ANY ESCROW FEES AND COSTS). THEREAFTER, NO PARTY HERETO SHALL HAVE ANY FURTHER LIABILITY OR OBLIGATION TO ANY OTHER PARTY HERETO EXCEPT FOR: (i) THE SELLER'S RIGHT TO RECEIVE AND RETAIN SUCH LIQUIDATED DAMAGES; (ii) THE

OBLIGATION OF THE PURCHASER TO PAY AMOUNTS INTO ESCROW TO PAY THE FEES AND COSTS OF ESCROW; (iii) THE INDEMNITIES SET FORTH IN THIS AGREEMENT; AND (iv) ATTORNEYS' FEES. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE SELLER'S ACTUAL DAMAGES IN THE EVENT OF PURCHASER'S DEFAULT HEREUNDER ARE UNCERTAIN IN AMOUNT AND DIFFICULT TO ASCERTAIN, AND THAT SUCH AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ., CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE HEREOF INCLUDING, WITHOUT LIMITATION, THE RELATIONSHIP OF SUCH AMOUNT TO THE RANGE OF POTENTIAL HARM TO THE SELLER THAT CAN REASONABLY BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES RESULTING FROM SUCH DEFAULT WOULD BE COSTLY AND INCONVENIENT. EACH PARTY HERETO SPECIFICALLY CONFIRMS ACCURACY OF THE FOREGOING AND THE FACT THAT SUCH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

THE PROVISIONS OF THIS SECTION 3(B) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- (c) <u>Purchaser's Remedies</u>. If the Closing and the consummation of the transactions herein contemplated do not occur by reason of any default by Seller under this Agreement, or if prior to Closing any one or more of Seller's representations or warranties are breached in any material respect and Purchaser was not aware of such breach of such representations and warranties prior to the end of the Due Diligence Period, then, Purchaser shall elect, as its sole remedy, to:
 - (i) waive said failure or breach and proceed to the Closing; or
- (ii) terminate this Agreement by giving Seller written notice of such election prior to the Closing Date and recover from: (A) Escrow Agent and/or Seller, the entire Deposit and interest then held by Escrow Agent and/or Seller; and (B) Seller, Purchaser's Third-Party Expenses (as defined below), not to exceed \$5,000.00; or
- (iii) enforce specific performance; provided, however, as conditions precedent to Purchaser's right to enforce specific performance against Seller (including the filing of a lis pendens or other claim or lien against the Property), all of the following must first have occurred: (A) a suit for specific performance must be filed by Purchaser in a proper court in the county in which the Property is located by the 15th day following the scheduled Closing Date; (B) Purchaser must have either deposited with Escrow Agent the Purchase Price, or provided Seller with clear documentary evidence that Purchaser has immediately available liquid funds in an amount sufficient to fund the Purchase Price; and (C) Purchaser must have fully performed all of its material obligations under this Agreement necessary to permit the Closing to occur in accordance with the terms of this Agreement and waived all closing conditions for Purchaser's benefit. Purchaser hereby waives any and all rights Purchaser may have to obtain specific performance and to file a lis pendens or any other claim or lien against the Property unless and

until the express conditions precedent set forth above in this clause (iii) have been satisfied.

For purposes hereof, "<u>Purchaser's Third Party Expenses</u>" shall mean the actual out-of-pocket expenses incurred by Purchaser and paid to (1) Purchaser's attorneys in connection with the negotiation of this Agreement, (2) unrelated and unaffiliated third party consultants in connection with the performance of examinations, inspections and/or investigations pursuant to <u>Section 4</u>, and/or (3) potential lenders as non-refundable commitment fees and other amounts in connection with acquisition financing for the Property.

IN NO EVENT SHALL (X) SELLER HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE, AND/OR (Y) SELLER'S DIRECT OR INDIRECT PARTNERS, SHAREHOLDERS, MEMBERS, OWNERS OR AFFILIATES, ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF (COLLECTIVELY, THE "SELLER PARTIES") HAVE ANY LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

- (d) <u>Delivery of Remainder of Purchase Price into Escrow</u>. Not less than one (1) Business Day prior to the Closing Date, the Purchaser shall cause Immediately Available Funds to be delivered to the Escrow Agent in an amount equal to the Purchase Price, minus the Deposit and any interest earned on the Deposit, and plus or minus any adjustments for prorations and expenses required under this Agreement.
- (e) <u>Disbursement to the Seller</u>. Immediately after the Closing, the Escrow Agent shall disburse to the Seller the funds that the Seller is entitled to receive hereunder.

4. Due Diligence.

(a) <u>Due Diligence Period</u>. At any time during the Due Diligence Period, the Purchaser may determine in the Purchaser's sole and absolute discretion, whether to proceed with the purchase of the Property. During the Due Diligence Period, the Purchaser may terminate this Agreement for any reason or for no reason at all by delivering written notice of such termination to the Seller and Escrow Agent on or before the last day of the Due Diligence Period. After expiration of the Due Diligence Period, the Purchaser's right to terminate this Agreement for any reason, or for no reason at all, shall expire and the Deposit shall become nonrefundable. If this Agreement is terminated during the Due Diligence Period, then: (i) all rights and liabilities of the Purchaser and the Seller with respect to this Agreement shall immediately terminate, except for rights and liabilities that specifically survive such termination; (ii) Escrow Agent shall return to the Purchaser all funds or other things deposited in Escrow by the Purchaser, less any fees and costs charged by the Escrow Agent for which Purchaser is liable under this Agreement; and (iii) Escrow Agent shall return to the Seller all funds or other things

deposited in Escrow by the Seller. On or prior to the Effective Date, Seller shall deliver to Purchaser (or made available to Purchaser electronically via website drop box or other account) and copies of those documents listed on Exhibit C attached hereto ("Property Information"). All of such Property Information delivered to, made available to, copied and/or reviewed by Purchaser pursuant to this Section 4(a) shall sometimes be referred to herein as the "Property Documents".

- (b) Access to the Property. During the Due Diligence Period and during normal business hours, upon not less than twenty-four (24) hours advance notice to the Seller, Purchaser and its representatives, consultants and attorneys shall have access to the Property solely for the purpose of conducting visual, non-invasive inspections of the Property. Purchaser shall cause each of its contractors entering the Property to maintain not less than One Million Dollars (\$1,000,000.00) commercial liability insurance coverage covering such entry, shall provide evidence of such insurance to Seller upon request, and defend and shall indemnify the Seller and the Seller's agents and employees and the Property from and against, and shall hold the Seller, the Seller's agents and employees and the Property harmless from, any actions, losses, costs, damages, claims and/or liabilities, including but not limited to, mechanics' and materialmen's liens and attorney fees, proximately caused by the actions of Purchaser and/or its contractors or agents upon the Property. The Purchaser shall repair any damage caused to the Property by the Purchaser or its agents, employees or contractors. The Purchaser shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien arising from any work done by the Purchaser or its agents pursuant to this Agreement to stand against the Property. If any such lien shall be filed against the Property, the Purchaser shall cause the same to be discharged or bonded by payment, deposit, bond or otherwise, within ten (10) days after actual notice of such filing. The Purchaser's obligations under this Section 4(b) shall survive the termination or expiration of this Agreement. Notwithstanding anything to the contrary contained in this Section 4(b), if Purchaser desires to do any invasive testing at the Property, the Purchaser may do so only after obtaining Seller's prior written consent to the same, which consent may be withheld or granted on conditions in Seller's sole and absolute discretion. . The Purchaser shall promptly restore the Property to the condition the Property was in immediately prior to any such tests, at the Purchaser's sole cost and expense. Prior to any invasive testing, the Purchaser shall provide the Seller with a complete set of plans, drawings and specifications ("Invasive Testing Plans") that define to the sole satisfaction of the Seller the invasive testing to be performed on the Property and the names of all environmental and other consultants, contractors and subcontractors who will be performing such invasive testing (collectively "Purchaser's Consultants"). The Purchaser shall deliver the names of the Purchaser's Consultants and the Invasive Testing Plans to the Seller concurrently with its request to the Seller that the Purchaser desires to perform invasive testing.
- (c) <u>Title</u>. Purchaser's obligation to purchase the Property is contingent upon Purchaser's approval of all matters affecting title to or use of the Real Property (collectively, "Title Matters"). The intent of this Section 4(c) is to allow the parties to have certainty regarding the condition of title and the Title Matters which are acceptable to the Purchaser. The procedure set forth in this Section 4(c) shall not affect or otherwise limit the Purchaser's right to terminate this Agreement for any reason or no reason at all as set forth in Section 4, above. Seller shall use commercially reasonable efforts to cause the Title Company to deliver to Purchaser within three

- (3) Business Days of the Effective Date, a current preliminary title report for the Real Property and, to the extent possible, legible copies of all documents referred to therein ("Title Report"). Purchaser shall have ten (10) Business Days thereafter, to approve or object to any items disclosed by the Title Report. If Purchaser does not give written notice to Seller of Purchaser's approval or disapproval of any items disclosed by the Title Report within said time period, then Purchaser shall be deemed to have approved the items disclosed by the Title Report. If Purchaser gives written notice to Seller of Purchaser's disapproval of any items disclosed by the Title Report within said time period and Seller does not give written notice to Purchaser within five (5) Business Days thereafter of either: (i) Seller's elimination of or agreement to eliminate those disapproved matters prior to the close of Escrow; or (ii) Seller's agreement to provide at Seller's sole expense such title insurance endorsements relating thereto as are acceptable to Purchaser in Purchaser's sole discretion prior to the close of Escrow (each, a "Cure Notice"), then this Agreement shall terminate immediately, unless Purchaser affirmatively agrees in writing within five (5) Business Days thereafter that this Agreement will remain in full force and effect and that the previously disapproved items disclosed by the Title Report are approved by Purchaser. If the Title Company issues a supplemental title report prior to the close of Escrow showing additional exceptions to title ("Title Supplement"), Purchaser shall have five (5) Business Days from the date of receipt of the Title Supplement and a copy of each document referred to in the Title Supplement in which to give Seller written notice of disapproval as to any additional exceptions; provided, however, Purchaser may not disapprove any exceptions that were contained in the original Title Report or are otherwise Permitted Exceptions. Purchaser's failure to deliver any such written notice of disapproval of the Title Supplement within such five (5) Business Day period shall be deemed to mean that Purchaser has approved all such additional exceptions. If Purchaser disapproves any additional exception shown in the Title Supplement, then Purchaser and Seller will have the same rights and obligations set forth above in this Section regarding Purchaser's original review and approval of the Title Report. Notwithstanding the foregoing, Seller shall cause all Title Matters which are mechanics' liens or deeds of trust to be eliminated as exceptions to title on the Title Policy at Seller's sole expense prior to the close of Escrow, and shall not record any documents against the Property from and after the Effective Date without Purchaser's prior written consent.
- 5. Conditions Precedent for the Benefit of the Seller. The Seller's obligation to Close shall be conditioned upon the satisfaction or emailed or written waiver by the Seller of all of the conditions precedent ("Conditions Precedent for the Benefit of the Seller") set forth in this Section 5. Any of the Conditions Precedent for the Benefit of the Seller may be waived by the Seller unilaterally; and if so waived, such conditions shall be of no further effect hereunder. Any such waiver shall be effective only if the same is expressly waived by Seller by either: (i) email from the Seller to the Purchaser and Escrow Agent; or (ii) in a writing signed by the Seller and delivered to the Purchaser and Escrow Agent. If the Conditions Precedent for the Benefit of the Seller set forth in this Section 5 are not satisfied by the deadlines or expressly waived, the Seller (provided the Seller is not in default hereunder) may provide emailed or written notice of the Seller's conditional termination of this Agreement to the Purchaser and Escrow Agent. After receipt of such notice of conditional termination, the Purchaser shall have ten (10) Business Days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter remains unsatisfied or the default remains uncured after the expiration of such ten (10) Business Day period, then this Agreement Instructions shall terminate

at the close of business on such tenth (10th) Business Day. In the event of termination of this Agreement (and by operation of law the Escrow) pursuant to this Section 5, then: (w) as set forth in the liquidated damages provision of Section 3(b), above, all rights and liabilities of the Purchaser and the Seller with respect to this Agreement shall immediately terminate except those which specifically survive such termination; (x) Escrow Agent shall deliver the Deposit and all interest thereon to the Seller and shall return to the Seller all funds or other things deposited in Escrow by the Seller; (y) Escrow Agent shall return to the Purchaser all funds or other things deposited in Escrow by the Purchaser, less the Deposit and all interest thereon, and less all fees and costs charged by the Escrow Agent. Notwithstanding the preceding clause (w) of this Section 5, in the event of termination of this Agreement pursuant to this Section 5, the Seller and the Purchaser shall cooperate with one another, execute all documents reasonably necessary and take all reasonable steps as may be required by Escrow Agent in order to accomplish the purposes of this Section 5. The Conditions Precedent for the Benefit of the Seller are:

- (a) Purchaser making the Deposit into Escrow, as set forth in Section 3(a), above.
- (b) The delivery by the Purchaser into Escrow, at least one (1) Business Day prior to Closing of Immediately Available Funds equal to the Purchase Price (less the Deposit and plus or minus expenses and prorations) as required by Section 3(c) above.
- (c) The delivery by the Purchaser into Escrow at least one (1) Business Day prior to Closing of all other documents and instruments required by this Agreement or reasonably required by Escrow to complete the Closing.
- (d) Purchaser not being in default of any of its representations or warranties under this Agreement, or any other material terms or conditions related to Purchaser, and all of the Purchaser's representations and warranties under this Agreement being true and correct as of the Closing Date.
- (e) As of the Closing Date, the Purchaser has not made an assignment for the benefit of creditors, filed a bankruptcy petition, been adjudicated insolvent or bankrupt, petitioned a court for the appointment of any receiver of, or trustee for, the Purchaser, or commenced any proceeding relating to the Purchaser under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or later in effect.
- (f) Seller, using its best commercially reasonable efforts, having entered into a "compensation agreement" binding upon all taxing authorities having an interest in the Property, which is acceptable to the Seller in its sole discretion, by not later than February 15, 2018.

Seller acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, Purchaser shall have the right, in its sole and absolute discretion, and at its sole cost and expense, to utilize California government code sections 65915-65918 and any cross referenced and chaptered bills for the purposes of adapting the project to market conditions.

- 6. Conditions Precedent for the Benefit of the Purchaser. The Purchaser's obligation to Close shall be conditioned upon the satisfaction or emailed or written waiver by the Purchaser of all of the conditions precedent ("Conditions Precedent for the Benefit of the Purchaser") set forth in this Section 6. Any of the Conditions Precedent for the Benefit of the Purchaser may be waived by the Purchaser unilaterally; and if so waived, such conditions shall be of no further effect hereunder. Any such waiver shall be effective only if the same is expressly waived by email from the Purchaser to the Seller and Escrow Agent or in writing signed by the Purchaser and delivered to the Seller and Escrow Agent. If the Conditions Precedent for the Benefit of the Purchaser are not satisfied by the deadlines set forth in this Section 6 or expressly waived, the Purchaser (provided the Purchaser is not in default hereunder) may provide emailed or written notice of the Purchaser's conditional termination of this Agreement to the Seller and Escrow Agent. After receipt of such notice of conditional termination, the Seller shall have ten (10) Business Days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter remains unsatisfied or the default remains uncured after the expiration of such ten (10) Business Day period, then this Agreement shall terminate at the close of business on such tenth (10th) Business Day. In the event of termination of this Agreement (and by operation of law the Escrow) pursuant to this Section 6, then: (w) the same shall be a default by the Seller; (x) Escrow Agent shall return to the Seller all funds or other things deposited in Escrow by the Seller; (y) Escrow Agent shall upon receipt of unilateral notice from the Purchaser, return to the Purchaser all funds or other things deposited in Escrow by the Purchaser; and (z) all fees and costs charged by the Escrow Agent shall be paid by the Seller. Purchaser is not waiving any default by the Seller and nothing contained in this Section 6, including, without limitation, the immediately foregoing sentence shall be a waiver of any right of Purchaser to recover damages from the Seller for any default by Seller hereunder. Notwithstanding the foregoing clause (w) of this Section 6, in the event of termination of this Agreement pursuant to this Section 6, the Purchaser and the Seller shall cooperate with one another, execute all documents reasonably necessary and take all reasonable steps as may be required by Escrow Agent in order to accomplish the purposes of this Section 6. The Conditions Precedent for the Benefit of Purchase are:
- (a) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of the Grant Deed, duly executed and acknowledged, conveying fee simple title to the Property to the Purchaser.
- (b) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of the Assignment, duly executed, conveying title to the Personal Property to the Purchaser.
- (c) The deposit by Seller into Escrow at least one (1) Business Day prior to Closing of a duly executed affidavit in the form prescribed by federal regulations that Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7761(a)(30) of the Internal Revenue Code of 1986, as amended.
- (d) The deposit by Seller into Escrow at least one (1) Business Day prior to Closing of a duly executed California Form 593(c) or other evidence that withholding of any portion of

the Purchase Price is not required by the Revenue and Taxation Code of California with respect to Seller.

- (e) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of all additional documents and instruments as are reasonably required by the Escrow Agent to complete the Closing.
- (f) The Escrow Agent is prepared and obligated to issue the Title Policy in Purchaser's favor, upon the recordation of the Grant Deed and there are no exceptions to the Title Policy, except for the Permitted Exceptions.
- (g) Seller not being in default of any of its representations or warranties under this Agreement, or any other material terms or conditions related to Seller, and all of Seller's representations and warranties under this Agreement being true and correct as of the Closing Date.
- (h) Seller acknowledges that as at date of this Agreement, the Project has passed the Seller's third-party conformance review, attached here as Exhibit C, and Seller anticipates that the Project as currently described on Exhibit B will not be subject to discretionary review, provided, however, a final determination cannot be made until the project plans are submitted to the Seller's building department. Nothing contained herein shall be construed to be a waiver by the Seller of its right to review the Project's building plans for the purposes of conformance with California Building Code requirements.
- 7. <u>Representations, Warranties and Covenants; Waivers and Releases.</u> When making the representations and warranties set forth in this Section 7, each party making a representation and/or warranty represents that the same are true, correct and complete as of the date hereof and shall be and are true, correct and complete as of the Closing Date. The representations and warranties shall survive the Closing for a period of three (3) months.
- (a) <u>Representations and Warranties Regarding Authority</u>. The Seller and the Purchaser each hereby represents and warrants to the other that this Agreement and all documents or instruments executed by them which are to be delivered at or prior to the Closing are, or on the Closing Date will be, duly authorized, executed and delivered by the Seller or the Purchaser, as applicable.
- (b) Representations and Warranties Regarding Enforceability of Agreement. The Seller and the Purchaser each hereby represents and warrants to the other that this Agreement and all documents required hereby to be executed by them shall be valid, legally binding obligations of, and enforceable against, the Seller or the Purchaser, as applicable, in accordance with their terms.
- (c) <u>Representations and Warranties Pertaining to Legal Matters</u>. The Seller hereby represents and warrants to the Purchaser that:
 - (1) The Seller is the sole owner of the fee title interest to the Real Property.

- (2) To the current actual knowledge of Seller, there is no pending or threatened proceeding in eminent domain or otherwise involving the Property, which would materially adversely affect the Property, or any portions thereof.
- (d) <u>Seller Representations and Warranties Pertaining to Options</u>. As of the Effective Date, Seller hereby represents and warrants to the Purchaser that no person has any option or right of first refusal to purchase Seller's interest in the Property or any parts thereof.
- (e) <u>Knowledge of Seller</u>. For purposes of this Section 5, Seller's "knowledge" shall mean only the actual personal knowledge of Brad Raulston and City of National City Property Agent Greg Rose as of the Effective Date, and Seller's "written notice" shall only mean notices sent to the attention of Brad Raulston and City of National City Property Agent Greg Rose. The foregoing does not imply and shall not be deemed to require Seller's independent investigation. Without limiting the generality of the foregoing, Purchaser shall be solely responsible for determining the condition of the Property and all aspects regarding the fees, charges and assessments relating to the Property.
- (f) <u>Seller Representations and Warranties Regarding Discovery of New Information</u>. The Seller hereby represents and warrants to the Purchaser that if the Seller discovers any information or facts prior to Closing that would materially change any of the foregoing representations and warranties or cause any of the foregoing representations and warranties to be untrue or misleading in any respect, the Seller will promptly give the Purchaser notice of those facts and information.
- AS IS CONDITION. PURCHASER HEREBY ACKNOWLEDGES, (g) REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT AS A MATERIAL INDUCEMENT TO SELLER TO EXECUTE AND ACCEPT THIS AGREEMENT AND IN CONSIDERATION OF THE PERFORMANCE BY SELLER OF ITS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT, THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (1) THE EXISTENCE OF HAZARDOUS MATERIALS OR MOLD UPON THE PROPERTY OR ANY PORTION THEREOF; (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (3) WHETHER OR NOT AND TO THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF AFFECTED BYANY STREAM (SURFACE IS UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (4) DRAINAGE; (5) SOIL CONDITIONS,

INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (6) USES OF ADJOINING PROPERTIES; (7) THE VALUE, COMPLIANCE WITH THE PLANS SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, DURABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, WHETHER OR NOT THE IMPROVEMENTS COMPLY WITH THE REQUIREMENTS OF TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §§ 12181-12183, 12186(B) -12189 AND RELATED REGULATIONS; (8) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY; (9) THE SQUARE FOOTAGE OF THE PROPERTY OR THE IMPROVEMENTS THEREON; (10) IMPROVEMENTS AND INFRASTRUCTURE, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE ROOF, FOUNDATION, FIXTURES, AND PERSONAL PROPERTY, IF ANY; (11) DEVELOPMENT RIGHTS AND EXTRACTIONS; (12) WATER OR WATER RIGHTS; (13) THE DEVELOPMENT POTENTIAL FOR THE PROPERTY; (14) THE ABILITY OF PURCHASER TO REZONE THE PROPERTY OR CHANGE THE USE OF THE PROPERTY; (15) THE ABILITY OF PURCHASER TO ACQUIRE ADJACENT PROPERTIES: (16) THE EXISTENCE AND POSSIBLE LOCATION OF ANY UNDERGROUND UTILITIES; (17) THE EXISTENCE AND POSSIBLE LOCATION OF ANY ENCROACHMENTS; (18) WHETHER THE IMPROVEMENTS ON THE PROPERTY WERE BUILT, IN WHOLE OR IN PART, IN COMPLIANCE WITH APPLICABLE BUILDING CODES; (19) THE STATUS OF ANY LIFE-SAFETY SYSTEMS IN THE **IMPROVEMENTS** ON THE PROPERTY; (20) THE CHARACTER NEIGHBORHOOD IN WHICH THE PROPERTY IS SITUATED; (21) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; AND/OR (22) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE). NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, SELLER IS NOT RELEASED FROM ANY LIABILITY TO PURCHASER FOR FRAUD OR BREACH OF ANY EXPRESS COVENANT, REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT.

PURCHASER ACKNOWLEDGES THAT AS OF THE EXPIRATION OF THE DUE DILIGENCE PERIOD, PURCHASER SHALL HAVE COMPLETED ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER (IT BEING ACKNOWLEDGED AND AGREED THAT PURCHASER SHALL BE DEEMED TO HAVE INSPECTED EACH APARTMENT UNIT WITHIN THE

PROPERTY) AND WILL ACOUIRE THE SAME SOLELY ON THE BASIS OF SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION FOR THE PROPERTY AFFORDED BY THE TITLE POLICY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, AND SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF SELLER SHALL NOT BE LIABLE FOR ANY NEGLIGENT THIS AGREEMENT. MISREPRESENTATION OR FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY SELLER, OR ANY REAL ESTATE BROKER, AGENT, REPRESENTATIVE, EMPLOYEE, SERVANT OR OTHER PERSON ACTING ON SELLER'S BEHALF EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT. IT IS ACKNOWLEDGED AND AGREED THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER IS FULLY AWARE OF THE AGE OF THE PROPERTY, THAT OVER TIME VARIOUS EVENTS MAY HAVE OCCURRED ON THE PROPERTY WHICH EVENTS MAY BE TYPICAL AND/OR ATYPICAL OF EVENTS OCCURRING TO OTHER PROPERTIES OF SIMILAR AGE TO THE PROPERTY AND SIMILARLY LOCATED IN THE CITY OF SAN DIEGO AND/OR THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THAT SUCH EVENTS MAY INCLUDE, WITHOUT LIMITATION, SLAB LEAKS, MOLD, FIRE, SHIFTING, AND VIOLATIONS OF LAWS, ORDINANCES, RULES, REGULATIONS, PERMITS, APPROVALS, LICENSES AND/OR ORDERS OF GOVERNMENTAL AGENCIES WITH JURISDICTION OVER THE PROPERTY.

THE CLOSING OF THE PURCHASE OF THE PROPERTY BY PURCHASER HEREUNDER SHALL BE CONCLUSIVE EVIDENCE THAT: (A) PURCHASER HAS FULLY AND COMPLETELY INSPECTED (OR HAS CAUSED TO BE FULLY AND COMPLETELY INSPECTED) THE PROPERTY; AND (B) PURCHASER ACCEPTS THE PROPERTY AS BEING IN GOOD AND SATISFACTORY CONDITION AND SUITABLE FOR PURCHASER'S PURPOSES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR RELIANCE ON THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER SHALL PERFORM AND RELY SOLELY UPON ITS OWN INVESTIGATION CONCERNING ITS INTENDED USE OF THE PROPERTY, AND THE PROPERTY'S FITNESS THEREFOR. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER'S COOPERATION WITH PURCHASER WHETHER BY

PROVIDING DOCUMENTS RELATING TO THE PROPERTY OR PERMITTING INSPECTION OF THE PROPERTY, SHALL NOT BE CONSTRUED AS ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE PROPERTY, OR WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR RELEVANCE OF THE DOCUMENTS PROVIDED TO PURCHASER BY SELLER IN RELATION TO THE PROPERTY, PROVIDED THAT THE FOREGOING SHALL NOT BE A LIMITATION OR MODIFICATION OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

(h) <u>Indemnity and Release</u>.

<u>Indemnity</u>. For the purposes of this Section 7(h), the term "Claims" shall mean any and all claims, obligations, liabilities, causes of action, suits, debts, liens, damages, judgments, losses, demands, orders, penalties, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and any and all costs and expenses related to, whether directly or indirectly, any and all clean-up, remediation, investigations, monitoring, abatement, mitigation measures, fines or removal with respect to Hazardous Materials) of any kind or nature whatsoever. The definition of "Claims" shall include, without limitation, Claims under contract law or tort law. Each and every provision of this Section 7(h) shall survive the Closing. Purchaser acknowledges that but for Purchaser's agreement to each and every provision of this Section 7(h), Seller would not have entered into the Agreement. Purchaser, on behalf of itself, its successors, assigns and successors-in-interest ("Successors"), hereby agrees to indemnify, defend and hold Seller and Seller's successors, assigns, officers, directors, shareholders, participants, members, managers, partners, affiliates, employees, representatives, invitees and agents (collectively, "Seller Parties") harmless from any and all Claims resulting from, related to, or based upon, whether directly or indirectly: (i) the breach by Purchaser of any representation, warranty, covenant or obligation contained in the Agreement, or in any other agreement, document, exhibit or instrument related hereto or referenced herein; (ii) any Claim or Claims, if the basis of such Claim or Claims arose on or after the Closing, except as noted in clause (iv) below, and if the basis of such Claim or Claims arose from, is based upon, relates to or pertains to, whether directly or indirectly, the operation, management and use of the Property; (iii) any Claim or Claims which Claim or Claims (or the basis for which) arose from, is based upon, relates to or pertains to, whether directly or indirectly, any negligent act or omission of Purchaser; and (iv) (A) any Claim or Claims that relate to the condition of the Property on or after the Close of Escrow, including any judgment, order or settlement under or otherwise pursuant to a lawsuit, and (B) any Claim or Claims that relate to defects in the Property (including, patent construction defects), regardless of whether said defects or the cause of the same arose either before or after the Close of Escrow, including any judgment, order or settlement under or otherwise pursuant to the lawsuit. Any defense of any or all of the Seller Parties referenced in this Section 7(h)(1), shall be at the Purchaser's sole cost and expense and by counsel selected by the Purchaser, subject to the reasonable approval of the indemnified person, which counsel may, without limiting the rights of any of the Seller Parties pursuant to the next succeeding sentence of this Section 7(h)(1), also represent the Purchaser in such investigation, action or proceeding. If any of the Seller Parties that is being indemnified determines reasonably and in good faith that its defense by the Purchaser is reasonably likely to cause a conflict of interest or is being conducted in a manner which is prejudicial to such persons

interests, such indemnified person may elect to conduct its own defense through counsel of its own choosing, subject to the reasonable approval of the Purchaser, and at the expense of the Purchaser. Purchaser hereby waives any right of subrogation as to Seller or the Seller Parties. Each and every provision of this Section 7 shall survive the Closing and but for Purchaser's agreement to each and every provision of this Section 7, Seller would not have executed the Agreement. Purchaser's indemnification obligations under this Section are in addition to Purchaser's representations, waivers, releases and covenants under this Section 7, and shall in no way be deemed to limit same.

Release and §1542 Waiver. Notwithstanding the following or anything to the contrary set forth in this Agreement, the Seller is not released from any liability to the Purchaser for fraud or breach of any covenant set forth in this Agreement or any breach of Seller's representations and warranties set forth in this Section 7. Subject to the immediately preceding sentence and the Purchaser's right to rely on the Seller's representations and warranties set forth in this Section 7, Purchaser for itself and on behalf of each of its successors (collectively, the "Releasors") by this general release of known and unknown claims (this "Release") hereby irrevocably and unconditionally release and forever discharge Seller and each of the Seller Parties (collectively, the "Releasees") or any of them, from and against any and all Claims of any kind or nature whatsoever, WHETHER KNOWN OR UNKNOWN, suspected or unsuspected, fixed or contingent, liquidated or unliquidated which any of the Releasors now have, own, hold, or claim to have had, owned, or held, against any of the Releasees arising from, based upon or related to, whether directly or indirectly any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, (i) the physical condition, quality and state of repair of the Property conveyed; (ii) any latent or patent defect affecting the Property conveyed, or (iii) the presence of Hazardous Materials in, on, about or under the Property or which have migrated from adjacent lands to the Property or from the Property to adjacent lands.

Except for Claims for Seller's fraud or the breach of any covenants provided in this Agreement or any breach of Seller's representations and warranties set forth in this Section 7, Releasors hereby further agree as follows:

(i) Releasors acknowledge that there is a risk that subsequent to the execution of this Agreement, Releasors may discover, incur, or suffer from Claims which were unknown or unanticipated at the time this Release is executed, including, without limitation, unknown or unanticipated Claims which, if known by Releasors on the date this Release is being executed, may have materially affected Releasors' decision to execute this Agreement. Releasors acknowledge that Releasors are assuming the risk of such unknown and unanticipated Claims and agree that this Release applies thereto. Releasors expressly waive the benefits of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

- (ii) Releasors represent and warrant that Releasors have been represented by independent counsel of Releasors' own choosing in connection with the preparation and review of the Release set forth herein, that Releasors have specifically discussed with such counsel the meaning and effect of this Release and that Releasors have carefully read and understand the scope and effect of each provision contained herein. Releasors further represent and warrant that Releasors do not rely and have not relied upon any representation or statement made by any of the Releasees or any of their representatives, agents, employees, attorneys or officers with regard to the subject matter, basis or effect of this Release.
- (iii) Releasors represent and warrant to Releasees that Releasors have not and shall not assign or transfer or purport to assign or transfer any Claim or Claims or any portion thereof or any interest therein, and shall indemnify, defend, and hold the Releasees harmless from and against any Claim or Claims based on or arising out of, whether directly or indirectly, any such assignment or transfer, or purported assignment or transfer.

8. <u>Condemnation of the Property.</u>

- (a) <u>Condemnation</u>. If between the Effective Date and the Closing Date, any condemnation or eminent domain proceedings are commenced that will result in the taking of any material part of the Property, Purchaser may, at Purchaser's election, either:
- (1) Terminate this Agreement by giving written or emailed notice to the Seller and the Escrow Agent (in which event all remaining funds or other things deposited in Escrow by Purchaser, including without limitation, the Deposit, shall be returned to the Purchaser immediately from Escrow, together with any interest earned thereon and all fees and costs charged by the Escrow Agent shall be paid one-half (1/2) by the Seller and one-half (1/2) by the Purchaser); or
- (2) Proceed with the Closing and have Seller assign to Purchaser all of Seller's right, title and interest to any award made for the condemnation or eminent domain action.
- (b) <u>Notice</u>. If Seller obtains notice of the commencement of or the threatened commencement of eminent domain or condemnation proceedings with respect to the Property, Seller shall notify the Purchaser in writing.
- 9. <u>Broker's Commission</u>. Seller and Purchaser each hereby represents and warrants to one another that neither of them has engaged the services of any real estate agent or broker. Seller and Purchaser each agree that, to the extent any real estate commission or brokerage and/or finder's fee shall be earned or claimed in connection with this Agreement or the Closing, the payment of such fee or commission, and the defense of any action in connection therewith, shall be the sole and exclusive obligation of the party who requested the services of the broker and/or finder. In the event that any claim, demand or cause of action or brokerage and/or finder's fee is asserted against the party to this Agreement who did not request such services, the party through whom the broker or finder is making the claim shall indemnify, defend (with an attorney of the

indemnitee's choice) and hold harmless the other from and against any and all such claims, demands and causes of action and expenses related thereto, including (without limitation) attorneys' fees and costs.

10. No Assignment by Purchaser. The qualifications and identity of Purchaser are of particular concern to the Seller. It is because of those qualifications and identity that Seller has entered into this Agreement with Purchaser. During the period commencing upon the Effective Date and until Certificates of Occupancy are issued for all of the Project, the Purchaser may assign this Agreement to an entity in which the Purchaser has at least a fifty percent (50%) interest without the prior written consent of the Seller. Except as otherwise set forth in the immediately preceding sentence, during the period commencing upon the date of this Agreement and until Certificates of Occupancy are issued for all of the Project, no voluntary or involuntary successor in interest of Purchaser shall acquire any rights or powers under this Agreement, nor shall Purchaser make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Project without prior written approval of the Seller, which approval shall not be unreasonably withheld or delayed. Any proposed total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Project, during the period commencing upon date of this Agreement and until Certificates of Occupancy for all of the Project, without the prior approval of Seller, will entitle Seller to its right of reentry and revesting as set forth in Section 11 hereof. For the reasons cited above, Purchaser represents and agrees for itself, each member of Purchaser and any successor in interest of Purchaser that prior to issuance by the City of National City of Certificates of Occupancy for all of the Project and without the prior written approval of Seller (which shall not unreasonably be withheld conditioned or delayed), there shall be no change in the membership, management, control, or ownership or in the relative proportions thereof, or with respect to the identity of the parties in control of Purchaser or the degree thereof, by any method or means other than such changes occasioned by the death or incapacity of any individual prior to issuance of Certificates of Occupancy for all of the Project. Purchaser shall promptly notify Seller of any and all such changes whatsoever. In such event, this Agreement may be terminated by Seller, entitling Seller to its right of reentry and revesting as set forth in Section 11 hereof.

11. Reentry and Revesting of Title in Seller After Closing.

- (a) <u>Conditions to Reentry and Revesting</u>. Seller has the right, at its election, to reenter and take possession of the Property, with all improvements thereon, and terminate this Agreement and vest the Property in the Seller if after the Closing and prior to the issuance of the Certificates of Occupancy for all of the Project, any of the following occurs, without the prior written approval of Seller:
- (1) Purchaser fails to commence construction of the Project within one hundred eighty (180) days after Closing.
- (2) Purchaser abandons or substantially suspends construction of the Project required by this Agreement for a period of ninety (90) days after written notice thereof from Seller. This provision shall not apply if the Project is suspended and the business of Purchaser is

temporarily interrupted due to strikes, fire, or similar extraordinary causes beyond Purchaser's control; provided, however, Purchaser shall use its reasonable best efforts to eliminate the cause for such interruption and return to normal Project operations as expeditiously as is reasonably possible.

- (3) Purchaser, without Seller's prior written approval (which approval shall not unreasonably be withheld conditioned or delayed), alters the Project in a manner that varies materially from the design of the same at the time of Closing, including without limitation alterations to the use of the Property as a residential project, the number of dwelling units, number or size of parking spaces, type of dwelling units, architecture, appearance, facades or landscaping. Seller acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, Purchaser shall have the right, in its sole and absolute discretion, and at its sole cost and expense, to utilize the State density bonus in order to expand and/or change the scale of the Project.
- (4) Except as otherwise set forth in Section 10, above, Purchaser conveys or transfers or suffers any involuntary conveyance or transfer of the Property prior to issuance by the City of National City of Certificates of Occupancy for all of the Project.
- (5) Purchaser files for bankruptcy or enters into an insolvency arrangement with creditors.
- (6) Purchaser fails to obtain Certificates of Occupancy for all of the Project on or before three (3) years of the Closing Date. This provision shall not apply if the Project is suspended and the business of Purchaser is interrupted due to strikes, fire, or similar extraordinary causes beyond Purchaser's control; provided, however, Purchaser shall use its reasonable best efforts to eliminate the cause for such interruption and return to normal Project operations as expeditiously as is reasonably possible.
- (7) Except as otherwise set forth in Section 10, above, there is a change (voluntary or involuntary) in the membership, management, control, or ownership of Purchaser or in the relative proportions thereof, or with respect to the identity of the parties in control of Purchaser or the degree thereof, by any method or means, other than such changes occasioned by the death or incapacity of any individual prior to issuance of Certificates of Occupancy for all of the Project, which was not approved in writing by Seller prior to such event (which approval shall not unreasonably be withheld conditioned or delayed).
- (b) <u>Limitations on Right of Reentry</u>. Seller's right to reenter, terminate and revest the Property shall be subject to Seller providing Purchaser with written notice and be limited by and shall not defeat, render invalid or limit any mortgage or deed of trust consented to by Seller in a writing recorded against the Property.
- (c) <u>Resale By Seller After Revesting</u>. Upon the revesting in Seller of title to the Property as provided in this Section 11, Seller shall, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Property as soon and in such manner as Seller shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan, as it

exists or may be amended, to a qualified and responsible party or parties (as determined by Seller in its sole and absolute discretion) who will assume the obligation of making or completing the Project, or such improvements in their stead as shall be satisfactory to Seller in its sole and absolute discretion and in accordance with the uses specified for the Property or part thereof in the Redevelopment Plan. Seller may resell the Property to such persons, for such amounts and on such terms and conditions as reasonably determined by Seller, provided that any sale of the Property for an amount insufficient to pay-off all mortgages or deed of trust recorded against the Property which were consented to by Seller in writing, shall be subject to the approval of the beneficiaries of such deeds of trust.

- (d) <u>Seller Entitled to All Resale Proceeds</u>. Upon such resale of the Property by Seller, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Property which is permitted by this Agreement, shall be solely the property of the Seller.
- (e) <u>Rights and Remedies are Cumulative</u>. The rights established in this Section 11 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. The rights are to be interpreted in light of the fact that Seller will have conveyed the Property to Purchaser for redevelopment purposes, particularly for development of the Project and not for speculation.
- (f) <u>Inaction Not a Waiver of Default</u>. Any failures or delays by Seller in asserting any of its rights and remedies under this Section 11 shall not operate as a waiver of any default by Purchaser or of any such rights or remedies, or deprive Seller of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies shall govern the interpretation and enforcement of this Agreement.
- (g) <u>Agreement Affecting Real Property</u>. At Closing, the Seller and Purchaser shall cause an agreement affecting real property, in a form reasonably acceptable to both the Seller and the Purchaser, against the Property securing the conditions of this Section 11. The Seller shall subordinate such agreement affecting real property to the Purchaser's financing security instruments.
- 12. <u>Notices</u>. All notices under this Agreement shall be in writing and sent (a) by certified or registered mail, return receipt requested, in which case notice shall be deemed delivered three (3) Business Days after deposit, postage prepaid in the United States Mail, (b) overnight by a nationally recognized overnight courier such as UPS Overnight, or FedEx, in which case notice shall be deemed delivered one (1) Business Day after deposit with that courier, (c) by personal delivery, in which case notice shall be deemed delivered upon the actual date of delivery, or (d) by email, in which case notice shall be deemed delivered upon the actual date of delivery. All notices shall be delivered to the following addresses (unless changed by written notice to the other persons given in accordance with this Section 11:

To Seller: City of National City

1243 National City Boulevard National City, California 91950

Attn: Brad Raulston

Email: braulston@nationalcityca.gov

Copy to: Office of the City Attorney

1243 National City Boulevard National City, California 91950 Attn: Roberto M. Contreras

Email: rcontreras@nationalcityca.gov

Christensen & Spath LLP 550 West C Street, Suite 1660 San Diego, California 92101 Attn. Walter F. Spath, Esq. Email: wfs@candslaw.net

To Purchaser: Protea National City, LLC

2358 University Avenue, #1765 San Diego, California 92104

Attn: Andrew Malick

Email: andrew@malickinfill.com

Copy to: Protea Properties, LLC

3262 Holiday Court, Suite 100 La Jolla, California 92037 Email: Jeffrey Essakow

Email: jessakow@proteaproperties.com

13. General Provisions.

- (a) <u>Governing Law</u>. This Agreement shall be interpreted and construed in accordance with California law.
- (b) <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (c) <u>Captions</u>. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions of this Agreement.
- (d) <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, heirs and permitted assigns.

- (e) <u>Modifications; Waiver</u>. No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is sought.
- (f) <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties relating to Purchaser's acquisition of the Property from Seller and development of the Property and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded.
- (g) <u>Partial Invalidity</u>. Any provision of this Agreement which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this Agreement shall have no effect, but all the remaining provisions of this Agreement shall remain in full effect.
- (h) <u>Survival</u>; <u>No Merger</u>. This Agreement, including without limitation, all representations, warranties, covenants, agreements, indemnities and other obligations of Seller and Purchaser in this Agreement, shall survive the Closing of this transaction and will not be merged into the Grant Deed or any other document.
- (i) <u>No Third-Party Rights</u>. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.
 - (j) Time Of Essence. Time is of the essence in this Agreement.
- (k) <u>Attorneys' Fees</u>. The parties agree that the prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their reasonable expert witness fees, if any, as part of their costs of suit, and attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("CCP") Section 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of CCP Section 998. All claims, disputes, causes of action or controversies shall be subject solely to the jurisdiction of the San Diego Superior Court, Downtown Branch.
- (l) <u>Relationship</u>. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between Purchaser and Seller or between either or both of them and any third party.
- (m) Recording. This Agreement shall not be recorded by one party without the consent of the other party.
- (n) <u>Seller Approval</u>. Where this Agreement refers to an action or approval of the Seller, it shall mean the approval of the Executive Director of the Seller, or designee, unless otherwise provided.

- (o) <u>Exhibits and Recitals Incorporated</u>. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.
- (p) <u>Independent Counsel</u>. Seller and Purchaser each acknowledge that: (i) they have been given the opportunity to be represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel, if such counsel was retained; and (iii) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel, if such counsel was retained. The fact that this Agreement was prepared or negotiated by Purchaser's or Seller's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against either party due to the fact that Purchaser's or Seller's counsel prepared or negotiated this Agreement in its final form.
- (q) <u>Capacity and Authority</u>. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, represent and warrant to the other party that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:
City of National City
By:
Leslie Deese, City Manager
1. D.D. 0.1. D. 1. G. T. 0. D. 1. C.
APPROVED AS TO FORM:
Angil P. Morris-Jones, City Attorney
D
By:
Roberto M. Contreras
Deputy City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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Pl	JK	CH	A	S	Ю	к:

Protea National City, LLC, a California limited liability company By: Protea National City, LLC

By:

Andrew Malick, Mar

By:

Jeffrey Essakow, Manager

Exhibit A

Legal Description of the Property

All that certain real property situated in the City of National City, County of San Diego, State of California, described as follows:

Exhibit B

Description of the Project

Exhibit C

Property Information

Exhibit B-1

Project Modifications

RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RATIFICATION OF AND FIRST AMENDMENT TO THE REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS PERTAINING TO THE SALE OF THE PROPERTY LOCATED AT 130 EAST 8TH STREET IN NATIONAL CITY TO PROTEA NATIONAL CITY, LLC, ADDING EXHIBIT "B-1" AND EXTENDING THE CLOSE OF ESCROW FOR 6 MONTHS, EXPIRING MARCH 1, 2019; AND AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE UP TO TWO ADDITIONAL AMENDMENTS, EACH EXTENDING THE TERM OF THE AGREEMENT BY 90-DAYS

WHEREAS, the City owns and desires to sale certain real property located at 130 East 8th Street in National City (the "Property") to Protea National City, LLC, ("Protea") who was selected through the RFP process; and

WHEREAS, the City and the Protea entered into an Exclusive Negotiating Agreement on June 20, 2017, and on January 16, 2018, the City entered into a Purchase and Sales Agreement (the "Agreement") with the Protea to purchase the Property for the appraised value of \$520,000; and

WHEREAS, the close of escrow in the Purchase and Sales Agreement is September 1, 2018, however, Portea needs more time to obtain building permit approvals, which is a condition to close escrow; and'

WHEREAS, Exhibit "B-1" is added to the Agreement because modifications to the design were necessary to maintain financial viability of the Project due to changes in market conditions that increased construction costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the City Manager to execute the Ratification of and First Amendment to the real property Purchase and Sale Agreement and Joint Escrow Instructions for the sale of property located at 130 East 8th Street in National City to Protea National City, LLC, extending the close of escrow for 6 months, expiring March 1, 2019, and adding Exhibit "B-1" which shall be read together with Exhibit "B" of the Agreement to form one Exhibit, and where they conflict, Exhibit "B-1" shall prevail over Exhibit "B".

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to approve and execute up to two additional amendments, each extending the term of the Agreement by 90-days.

[Signature Page to Follow]

PASSED and ADOPTED this 4th day of September, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement between the City of National City and Claims Management Associates, Inc. (CMA), to increase the hourly billing rate from \$90 per hour to \$100 per hour to provide liability risk management, claims adjusting and investigative services, which increases the Agreement by \$10,000, resulting in a total not to exceed Agreement amount increase from \$150,000 to \$160,000. (City Attorney) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018 AGENDA ITEM NO.

ITEM TITLE: Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement between the City of National City and Claims Management Associates, Inc. ("CMA"), to increase the hourly billing rate from \$90 per hour to \$100 per hour to provide liability risk management, claims adjusting and investigative services, and to increase the Agreement by \$10,000, resulting in a total not to exceed Agreement amount increase from \$150,000 to \$160,000. (City Attorney)

PREPARED BY: Roberto M. Contreras

Deputy City Attorney

Ext. 4412 PHONE:

APPROVED BY:

EXPLANATION:

The City has contracted with Claims Management Associates, Inc. ("CMA") to provide risk management consulting services since 2010. CMA is the City's current provider of liability risk management, claims adjusting, and investigation services. From 2010 through 2015, CMA charged the City a flat rate to provide risk management-related services. In 2015, CMA switched to its current \$90.00 per hour billable rate structure. CMA now requests a \$10 per hour increase, and corresponding \$10,000 increase to the total not to exceed amount, from \$150,000 to \$160,000 over a two-year period (ending on March 21. 2019), to continue delivering high quality services to the City.

FINANC	AL STA	TEMENT	
1 1147 1140			- 8

ACCOUNT NO.

APPROVED:

DEPARTMENT: City Attorney

Finance

APPROVED:

Funds are available in account no. 627-405-081-213-0000 (Professional Services)

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt the resolution for a First Amendment to the Agreement with Claims Management Associates, Inc., to increase the hourly billing rate from \$90 to \$100 per hour, and to increase the total Agreement by a not-to-exceed amount of \$160,000.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1. First Amendment to the Agreement
- 2. Resolution

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND CLAIMS MANAGEMENT ASSOCIATES, INC.

THIS FIRST AMENDMENT TO THE AGREEMENT, is entered into this 4th day of September, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and CLAIMS MANAGEMENT ASSOCIATES, INC. a California corporation, (the "CONSULTANT").

RECITALS

WHEREAS, the CITY and the CONSULTANT (collectively referred to as the "Parties") entered into an Agreement on March 21, 2017, ("the Agreement") wherein the CONSULTANT agreed to provide the CITY consulting services for Liability Risk Management, Claims Adjustment and Investigation and related functions.

WHEREAS, the Agreement's original term of hourly compensation was \$90.00 per hour for Risk Management Consulting services.

WHEREAS, the Agreement's total compensation and payment amount was for a not-to-exceed amount of \$150,000.

WHEREAS, the Parties desire to amend the Agreement to increase the hourly compensation for Risk Management Consulting services to \$100.00 per hour and also increase the total not-to-exceed amount to \$160,000.

NOW, THEREFORE, the Parties hereto agree as follows:

- 1. The Agreement entered into on March 21, 2017, shall be amended to increase the hourly compensation for Risk Management Consulting services to \$100.00 per hour.
- 2. The total not-to-exceed amount is increased to \$160,000.
- 3. The Parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated March 21, 2017, shall remain in full force and effect.

[END OF AGREEMENT – SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY	CLAIMS MANAGEMENT ASSOCIATES, INC., a California corporation
By:Ron Morrison, Mayor	By: Edward Garbo President
APPROVED AS TO FORM: Angil P. Morris-Jones City Attorney	By: Bdward Garbo Secretary
By: Roberto M. Contreras Deputy City Attorney	

RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND CLAIMS MANAGEMENT ASSOCIATES, INC., TO INCREASE THE HOURLY BILLING RATE FROM \$90 PER HOUR TO \$100 PER HOUR TO PROVIDE LIABILITY RISK MANAGEMENT, CLAIMS ADJUSTING AND INVESTIGATIVE SERVICES, WHICH INCREASES THE AGREEMENT AMOUNT BY \$10,000, RESULTING IN A TOTAL AGREEMENT AMOUNT INCREASE FROM \$150,000 TO \$160,000

WHEREAS, Claims Management Associates, Inc., ("CMA") is the City's current provider of Liability Risk Management, Claims Adjusting and Investigation Services and has provided Risk Management consulting services since 2010; and

WHEREAS from 2010 through 2015, CMA charged the City a flat rate to provide risk management-related services. In 2015, CMA switched to its current \$90 per hour billable rate structure

WHEREAS, CMA now requests a \$10 per hour increase, and corresponding \$10,000 increase to the total not to exceed amount, from \$150,000 to \$160,000 over a two-year period (ending on March 21, 2019), to continue delivering high quality services to the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizing the Mayor to execute a First Amendment to the Agreement between the City of National City and Claims Management Associates, Inc., ("CMA"), to increase the hourly billing rate from \$90 per hour to \$100 per hour to provide liability risk management, claims adjusting, and investigative service; which increases the Agreement amount by \$10,000, resulting in a total Agreement amount increase from \$150,000 to \$160,000. Said First Amendment is on file in the office of the City Clerk.

PASSED and ADOPTED this 4th day of September, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) accepting the work performed by Palm Engineering Construction Company, Inc. for the Westside Mobility Improvements Project, CIP No. 17-04; 2) approving the final contract amount of \$2,096,000.70; 3) ratifying the release of retention in the amount of \$104,800.03; and 4) authorizing the Mayor to sign the Notice of Completion for the project. (Engineering/Public Works) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

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MEETING DAT	E:	September 4,	2018		• •		AGENDA ITE	M NO.
Engineering (04; 2) approvi	Const ring th	truction Compa ne final contrac	ny, Inc. for the t amount of \$2	e Westside N 2,096,000.70	lobility Imp ; 3) ratifyin	provements	k performed by nts Project, CIP lease of retentio npletion for the	No. 17- n in the
PREPARED BY PHONE: 619-3 EXPLANATION See attached.	336-43 <u>1</u> :	ose Lopez, P.E. 312	Assistant Engi	neer - Civil	DEPARTAPPROV		Enginee/Ing/Publ	ic Works
FINANCIAL STA	ATEN	<u>IENT</u> :			APPROV			_ Finance
ACCOUNT NO.					APPROV	ED:		_ MIS
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N/A								
ORDINANCE:	INTF	RODUCTION:	FINAL A	DOPTION:				
STAFF RECOM								
Adopt Resolution Mobility Improve	n acce ements	epting the work pos Project, CIP No	erformed by Pal . 17-04 and app	m Engineering roving the fina	Construction Contract ar	on Compa mount of S	any, Inc. for the W \$2,096,000.70.	estside

ATTACHMENTS:

N/A

- 1. Explanation
- Notice of Completion
 Final Contract Balance Report

BOARD / COMMISSION RECOMMENDATION:

4. Resolution

EXPLANATION

The project included traffic calming, pedestrian and bicycle enhancements within the Westside Specific Plan Area. Improvements included a traffic calming roundabout at the intersection of Harding Avenue and W. 14th Street near Casa de Salud Youth Center, conversion of West Avenue to a one-way street northbound, enhanced crosswalks with high intensity signing and striping, new sidewalks and pedestrian curb ramps for American with Disabilities Act (ADA) compliance, Class II bike lanes with signage on Civic Center Drive, Wilson Avenue and W. 22nd Street, and other amenities such as new lighting, landscaping, benches, bike racks, and public art.

On April 21, 2017, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On April 25, 2017 and May 1, 2017, the bid solicitation was advertised in local newspapers.

On May 18, 2017, three (3) bids were received electronically on PlanetBids by the 4:00 p.m. deadline. Bid results were available immediately after the 4:00 p.m. deadline. Palm Engineering Construction Company, Inc. was the apparent lowest bidder with a total bid amount of \$1,780,325.57 as the basis of award. Upon review of all documents submitted, Palm Engineering Construction Company, Inc.'s bid was deemed responsive, and they were the lowest responsible bidder qualified to perform the work as described in the project specifications.

On June 6, 2017, the City Council adopted Resolution No. 2017-93 awarding the contract to Palm Engineering Construction Company, Inc., in the not-to-exceed amount of \$1,780,325.57.

The Notice to Proceed with construction was issued on July 25, 2017. Construction started on August 7, 2017 and was completed on May 31, 2018.

The change orders issued for this project are detailed in the Final Contract Balance Report (see attached). The change orders increased the contract by \$190,352.63, and line item adjustments increased the contract by \$125,322.50 for a net increase of \$315,675.13 to the contract. This results in a 17.7% contract increase for a final contract balance of \$2,096,000.70. City staff directed the contractor to replace approximately 25,000 square feet of additional lifted and/or damaged sidewalk within the Westside Specific Plan Area in the amount of \$169,043. The project costs are being reimbursed through a SANDAG Smart Growth Incentive Program grant, and through a State Strategic Growth Council Affordable Housing and Sustainable Communities Program grant.

As a result of satisfactory completion of the project, staff recommends that City Council, 1) accept the work of Palm Engineering Construction Company, Inc., for the Westside Mobility Improvements Project, CIP No. 17-04; 2) approve the final contract amount of \$2,096,000.70; 3) ratify the release of retention in the amount of \$104,800.03; and 4) authorize the Mayor to sign the Notice of Completion for the project.

The Notice of Completion will be filed with the San Diego County Recorder's Office.

RECORDING REQUESTED BY WHEN RECORDED MAIL TO:

NAME:

CITY OF NATIONAL CITY

ADDRESS: 243 NATIONAL CITY BOULEVARD NATIONAL CITY, CA 91950

NOTICE OF COMPLETION

CALIFORNIA CIVIL CODE SECTION 3093

NOTICE IS HEREBY GIVEN of the complete	•	
Westside Mobility Impro Work of improvement or portion of work of		teration.
The project is bound by 8th Street to 24th Street	and Wilson Ave to National C	City Blvd in National
City, CA 91950 Street Address	City	State Zip
Code		
The undersigned owns the following interest or Owner		
	of owner (mortgagor, lessee, etc.)	10.
	he property pursuant to a contage Construction Co.	ract with
The following work and material were supplied		
Labor provided: General Laborer. Materials: C		- · · ·
lighting, signing and striping. Equipment: exca	vation and paving equipment. or, services, equipment or materials	
	, , ,	
The names and addresses of co-owners are:	N/A	
Joint tenants, tenants in	common, or other owners	
Dated: June 4, 2018;		
Signatu	e of Owner National City, 1243 National City Blvd.	, National City, CA 91950
I, the undersigned, say: I have read the forego	ing Notice of Completion and	d know the contents
thereof; the same is true of my own knowledge.	I declare under penalty of perj	jury that the forgoing
is true and correct.		
Executed on June 4, 2018 at, National City, Cal	ifornia.	
Signature:		
RON MORRISON, MAYOR	_	Noc17-04



DATE:

August 20, 2018

PROJECT:

WESTSIDE MOBILITY IMPROVEMENTS

FY 17-18

CIP No. 17-04

TO:

Palm Engineering Construction Co.

7330 Opportunity Road Suite J

San Diego CA, 92111

ORIGINAL CONTRACT AMOUNT:

\$1,780,325.57

START DATE:

August 7, 2017

COMPLETION DATE:

May 31, 2018

ORIGINAL CONTRACT LENGTH:

100 Working Days

EXTENTION OF WORK DAYS:

102 Working Days

TOTAL CONTRACT TIME:

202 Working Days

DESCRIPTION:

The Final Contract Balance reports final line item amounts and summarizes all change orders to produce a final contract amount.

CHANGE ORDERS AND LINE ITEM ADJUSTMENTS:

Change Order #1. The frontage of 1336 Harding Ave had to be adjusted due to the elevations of the new improvements to prevent ponding and meet ADA requirements. Under direction of the Engineer the Contractor proceeded under time and materials to remove and replace a concrete slab and landing to meet new improvement elevations. This Change Order total amount was \$ 3,882.82.

Change Order #2. The drainage swales within the planter areas for the W. 14th Street and Harding Avenue Roundabout are being changed from bark mulch to cobble to prevent the water from displacing the bark mulch. Under direction of the Engineer the Contractor proceeded with procuring and installing mexican sunburst cobble within the drainage swales. This Change Order total amount was \$ 12,809.95.

Change Order #3. The bulbout on the SW corner of W. 16th Street and West Avenue had a grass parkway separating the new bulbout and the existing sidewalk. Under direction of the Engineer the Contractor proceeded under time and materials with removing the existing grass and adjusting irrigation to create a concrete pathway. This Change Order total amount was \$1,110.15.

Change Order #4. Two trees were in conflict with new improvements and had to be removed. Palm Tree at the NE corner of West Avenue and W. 18th Street. Tree at the NW corner of W. 18th Street and

Westside Mobility Improvements Specification No. 17-04

Hoover Ave. Under direction of the Engineer the Contractor proceeded with removing the two trees. This Change Order total amount was \$ 1,224.00.

Changer Order #5. The trench drains at the 14th Street and Harding Avenue Roundabout had to be modified in the field after delivery to meet the flow lines specified in the plans. Under direction of the Engineer the Contractor proceeded under time and materials to adjust the trench drains. This Change Order total amount was \$ 1,349.46.

Change Order #6. The frontage of 1539 Roosevelt Ave had to be adjusted due to the elevations of the new improvements to meet ADA requirements. Under direction of the Engineer the Contractor proceeded under time and materials to remove and replace concrete steps and landing to meet new improvement elevations. This Change Order total amount is \$ 2,840.07.

Change Order #7. The telespar post called out in the specifications would not be sufficient to support the crosswalk flashing beacon system and had to be replaced with the type 1-A pole, plate and foundation. Under direction of the Engineer the Contractor proceeded with furnishing and installing 2 type 1-A poles, plates and foundations. This Change Order total amount was \$ 4,039.20.

Change Order #8. The West Avenue bulbout did not account for the drainage within the bulbout and trench drains had to be added. Under direction of the Engineer the Contractor proceeded with furnishing and installing trench drains within the West Avenue bulbout. This Change Order total amount was \$ 11,760.00.

Change Order #9. The West Avenue bulbout inlet could not be capped as specified in the plans because of the surface runoff from the bulbout. Under direction of the Engineer the Contractor proceeded with furnishing and installing an ADA inlet frame and grate within the West Avenue bulbout. This Change Order total amount was \$ 555.01.

Change Order #10. The City directed the installation of a concrete sign wall reading "Old Town National City" within the roundabout at West 14th Street and Harding Avenue. Under direction of the Engineer the Contractor proceeded with procuring and installing a concrete sign wall. This Change Order total amount was \$ 24,352.43.

Change Order #11. An unforeseen water line was discovered in conflict with a Type 1A pole foundation on the Northwest corner of 18th Street and West Avenue. Under direction of the Engineer the Contractor proceeded under time and materials with relocating the water line. This Change Order total amount was \$ 749.09.

Change Order #12. During the demolition of the street section for the bulbout at West Avenue the marked electrical conduit was 6" below grade and encased within the asphalt. The conduit and wire were damaged during sawcutting for the removal of the asphalt. Under direction of the Engineer the Contractor proceeded under time and materials with repairing the damaged electrical conduit and wire at West Avenue. This Change Order total amount was \$ 1,760.56.

Change Order # 13. The pedestrian ramp at the Southwest corner of Civic Center Drive and Harding Avenue required a pedestrian railing to meet ADA. Under direction of the Engineer the Contractor

Westside Mobility Improvements Specification No. 17-04

proceeded with procuring and installing a pedestrian railing. This Change Order total amount was \$ 2,785.88.

Change Order # 14. The storm drain inlet deck and entrance at the Northeast corner of National City Blvd and 18th Street was deteriorated and falling apart created a safety issue. Under direction of the Engineer the Contractor proceeded with removing and replacing the top 4" of the deck of the type "C" inlet. This Change Order was credit given to the City in the amount of \$ 7,803.00.

Change Order #15. During demolition of the street section for the bulbouts on West Avenue an unforeseen 12"-14" of asphalt was discovered. The expected asphalt section per contract was 6", therefore additional asphalt removal was required. Under direction of the Engineer the Contractor proceeded with removing and disposing of the additional asphalt. This Change Order total amount was \$ 14,043.87.

Change Order #16. One-way signs were added to the roundabout at W. 14th Street and Harding Ave. Under direction of the Engineer the Contractor proceeded with procuring and installing 4 one-way signs. This Change Order total amount was \$ 599.76.

Change Order # 17. Replacing the deck of the Type "C" inlet at the Northeast corner of National City Blvd and 18th Street required 2 survey monuments to be reset. Under direction of the Engineer the Contractor proceeded with tying out and restoring 2 survey monuments. This Change Order total amount was \$ 1,606.50.

Change Order #18. The pedestrian ramp at the Southwest corner of Civic Center Drive and Harding Ave required additional grading, forming and concrete to meet ADA. Under direction of the Engineer the Contractor proceeded under time and materials for the above mentioned work. This Change Order total amount was \$ 2,634.80.

Change Order #19. The plans called for the installation of a rapid flashing beacon and not the city standard LED enhanced crosswalk warning system on West Avenue. Under direction of the Engineer the Contractor proceeded with upgrading to the LED enhanced crosswalk warning system. This Change Order total amount was \$ 4,331.75.

Change Order #20. Additional signing and striping was added to the intersections of 18th Street and Harding Avenue and 18th Street and Wilson Ave. Under direction of the Engineer the Contractor proceeded with installation of thermoplastic crosswalks, limit lines, stop stencils and (2) R9-3A signs.. This Change Order total amount was \$ 7,571.54.

Change Order #21. During demolition of the pedestrian ramp at the Northwest corner of 11th Street and Roosevelt Avenue an existing 8" corrugated metal drain pipe adjacent to the ramp was deteriorated and needed to be replaced. Under direction of the Engineer the Contractor proceeded with the installation of 40 linear feet of new 8" PVC drain pipe, adjusting the layout and encasing in concrete. This Change Order total amount was \$ 4,590.00.

Change Order #22. Two trees at the Southeast corner of Wilson Ave and 15th Street had lifted the sidewalk and were growing around electrical lines and needed to be removed. One tree at 1726 Wilson Ave had lifted the sidewalk and needed to be removed. Under direction of the Engineer the Contractor

Westside Mobility Improvements Specification No. 17-04

proceeded with removing and disposing of the three trees. This Change Order total amount was \$ 5,100.00.

Change Order #23. Large eucalyptus trees along Wilson Avenue between 18th Street and Civic Center Drive raised and damaged adjacent curb/gutter causing ponding and drainage issues and needed to be removed and replaced. Under direction of the Engineer the Contractor proceeded under time and materials for the demolition of the curb/gutter. This Change Order total amount was \$ 8,596.05.

Change Order #24. The service order was created during construction and needed payment. Under direction of the Engineer the Contractor proceeded with paying the SDGE service order for the 14th St and Harding Ave roundabout lighting. This Change Order total amount was \$ 2,174.74.

Change Order #25. The frontage of 1539 Roosevelt Ave had to be adjusted due to the elevations of the new improvements to meet ADA requirements. Under direction of the Engineer the Contractor proceeded under time and materials to with adjusting the concrete forms and repairing the irrigation. This Change Order total amount was \$ 1,978.18.

Change Order #26. The dirt parkway on 19th St behind Kimball Elementary grades needed to be raised to prepare for mulch. Under direction of the Engineer the Contractor proceeded under time and materials with adjusting the grade and prepping for mulch within the parkway. This Change Order total amount was \$ 1,930.06.

Change Order #27. Unforeseen petromat was discovered during demolition on Wilson Ave. Under direction of the Engineer the Contractor proceeded under time and materials with removing and disposing of the petromat. This Change Order total amount was \$ 1,759.50.

Change Order #28. Unforeseen reinforced concrete was discovered during demolition on the NE corner of 16th St and National City Blvd. Under direction of the Engineer the Contractor proceeded under time and materials with removing and disposing of the reinforced concrete. This Change Order total amount was \$ 829.22.

Change Order #29. Ten trees in the parkway on 19th St behind Kimball Elementary were lifting and damaging adjacent sidewalk. Under direction of the Engineer the Contractor proceeded with removing and disposing of the trees. This Change Order total amount was \$ 4,590.00.

Change Order #30. The new pedestrian ramp grades created a edge in the parkways adjacent at the SE corner of W. 16th Street and Hoover Ave. Under direction of the Engineer the Contractor proceeded under time and materials with lowering the adjacent parkways, adjusting the irrigation, planting new sod and removing a tree to match the new pedestrian ramp grades. This Change Order total amount was \$ 4,331.84.

Change Order #31. Change in contract to use hot melt thermoplastic in lieu of preformed thermoplastic for a cost savings to the city and still achieve the same goal. Under direction of the Engineer the Contractor proceeded with using extruded hot melt thermoplastic. This Change Order was a credit to the city of \$ 23,880.00.

Westside Mobility Improvements Specification No. 17-04

Change Order #32. The sidewalk and pedestrian curb ramps to be removed and replaced on Sheets 34 and 35 of the plans did not illustrate the survey monuments to be tied-out and re-established within these limits. Under direction of the Engineer the Contractor proceeded with tying out and re-establishing the survey monuments. This Change Order total amount was \$ 22,491.00.

Change Order #33. Root grinding was needed at 18 locations throughout the westside to properly install the new sidewalk and preventing it from raising in the future. Under direction of the Engineer the Contractor proceeded with root grinding the 18 locations. This Change Order total amount was \$ 4,590.00.

Change Order #34. Westside Pedestrian Plaza improvements per Spurlock plans dated April 20th, 2018. This Change Order total amount was \$ 43.462.20.

Change Order #35. No cost change order for additional 102 working days added to the Contract. 77 working days for additive bid item 58 -Curb Ramp and base bid item 40 - 4" PCC Sidewalk. Removed and replaced an additional 76 pedestrian ramps and removed and replaced approximately 20,000 square feet of additional sidewalk. 25 working days added to the Contract for procuring and installing materials for the Westside Pedestrian Plaza.

All Change Orders listed above increased the total contract amount \$ 190,352.63.

There were numerous line item adjustments per the FINAL BILLING STATEMENT that resulted in a total increase of \$ 125,322.50.

CONTRACT ADJUSTMENT:

As a result of the above change orders and line item adjustments, the contract price is adjusted as follows:

- 1. The final contract price is adjusted to \$ 2,096,000.70
- 2. As a result of the satisfactory completion of said project, a retention amount of \$ 104,800.03 is set for invoice processing and payment upon the receipt of signatures and City Council's ratification of this agreement and the Notice of Completion.

This document and its purpose to balance payment shall be considered full compensation for furnishing and installing the materials, labor, tools and equipment, profit, overhead, and all incidentals for performing the work described above. Palm Engineering Construction Company, Inc. will not be entitled to damages or additional payment for delays as described in the 2015 edition of the Standard Specifications for Public Works Construction, Section 6-6.3, for performing the work as described above.

RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING THE WORK PERFORMED BY PALM ENGINEERING CONSTRUCTION COMPANY, INC., FOR THE WESTSIDE MOBILITY IMPROVEMENTS PROJECT, APPROVING THE FINAL CONTRACT AMOUNT OF \$2,096,000.70, RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$104,800.03, AND AUTHORIZING THE MAYOR TO EXECUTE THE NOTICE OF COMPLETION FOR THE PROJECT

BE IT RESOLVED by the City Council of the City of National City as follows:

It appearing to the satisfaction of the Engineering Department that all work required to be done by Palm Engineering Company, Inc., for the total final contract amount of \$2,096,000.70, for the Westside Mobility Improvements Project (CIP No. 17-04) has been completed, the City Council of National City hereby accepts said work, ratifies the release of the retention in the amount of \$104,800.03, authorizes the Mayor to execute the Notice of Completion, and orders that payment for said work be made in accordance with said contract.

PASSED and ADOPTED this 4th day of September, 2018.

	Ron Morrison, Mayor	
ATTEST:		
Michael R. Dalla, City Clerk		
APPROVED AS TO FORM:		
Angil P. Morris-Jones City Attorney		

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: 1) awarding a contract to Bert W. Salas, Inc. in the not-to-exceed amount of \$334,056 for the Las Palmas Storm Drain Repair Project, CIP No. 17-16; 2) authorizing a 15% contingency in the amount up to \$50,108.40 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. September 4, 2018 ITEM TITLE: Resolution of the City Council of the City of National City, 1) awarding a contract to Bert W. Salas, Inc. in the not-to-exceed amount of \$334,056 for the Las Palmas Storm Drain Repair Project, CIP No. 17-16; 2) authorizing a 15% contingency in the amount of \$50,108.40 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. **DEPARTMENT**: Engineering/Public Works PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil PHONE: 619-336-4388 APPROVED BY: **EXPLANATION:** See attached. APPROVED: Makicatin FINANCIAL STATEMENT: Finance ACCOUNT NO. APPROVED: MIS Contract Award (funds available through prior City Council CIP appropriations) 001-409-500-598-7049: Misc. Storm Drain Improvements, \$334,056 15% Contingency (funds available through prior City Council CIP appropriations) 001-409-500-598-7049: Misc. Storm Drain Improvements, \$50,108.40 No additional appropriations required. **ENVIRONMENTAL REVIEW:** N/A FINAL ADOPTION: ORDINANCE: INTRODUCTION: STAFF RECOMMENDATION: Adopt Resolution awarding a contract to Bert W. Salas, Inc. in the not-to-exceed amount of \$334,056 for the Las Palmas Storm Drain Repair Project, CIP No. 17-16. **BOARD / COMMISSION RECOMMENDATION:** N/A **ATTACHMENTS:** 1. Explanation 2. Bid Opening Summary

3. Three Lowest Bidders Summary

4. Resolution

EXPLANATION

The project includes the rehabilitation and replacement of the storm drain pipes, and site restoration in the Las Palmas Park.

On July 12, 2018, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On July 18, 2018 and July 24, 2018, the bid solicitation was advertised in local newspapers.

On August 7, 2018, six (6) bids were received electronically on PlanetBids by the 2:00 p.m. deadline. Bid results were available immediately after the 2:00 p.m. deadline. Bert W. Salas was the apparent lowest bidder with a total bid amount of \$334,056 as the basis of award.

Bert W. Salas, Inc.'s bid was determined to be responsive. Upon review of all required documents submitted and reference checks, Bert W. Salas, Inc. was deemed the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore, staff recommends awarding a contract to Bert W. Salas, Inc. in the not-to-exceed amount of \$334,056. Staff also recommends authorizing a 15% contingency in the amount of \$50,108.40 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference. Construction is estimated to be completed in November 2018. Updates will be provided on the City's CIP website at: nationalcityprojects.com.



BID OPENING RESULTS

NAME:

LAS PALMAS STORM DRAIN REPAIR

CIP NO:

17-16

DATE:

Tuesday, August 7, 2018

TIME:

2:00 P.M.

ESTIMATE:

\$275,000

PROJECT ENGINEER:

Roberto Yano, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA #1, 2	BID SECURITY - BOND
1.	Berth W. Salas, Inc. 10769 Woodside Ave., Ste 201 Santee, CA 92071	\$334,056.00	1,2	Bond
2.	LNR Engineering & Construction, Inc. 1714 Merlyn Ct El Cajon, CA 92019	\$348,960.80	1,2	Bond
3.	Palm Engineering Construction Company, Inc. 7330 Opportunity Rd #J San Diego, CA 92111	\$398,035.00	1,2	Bond
4.	Downstream Services, Inc. 2855 Progress Place Escondido, CA 92029	\$465,281.00	1,2	Bond
5.	Tri Group Construction 9580 Black Mountain Rd. Ste. L San Diego, CA 92126	\$504,930.00	1,2	Bond
6.	Burtech Pipeline Inc. 102 Second Street Encinitas, CA 92024	\$513,866.00	1,2	Bond

	Bid R	Results f	or Project	Las Palmas Sto	Bid Results for Project Las Palmas Storm Drain Repair, CIP No. 17-16	, CIP No. 17-16	arre-		
				Bert ∿	Bert W. Salas	LNR Eng Constru	LNR Engineering & Construction, Inc.	Palm Engineer Comp	Palm Engineering Construction Company Inc
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x
	Base Bid								(20)
1	. Mobilization/Demobilization	SI	1	\$14,350.00	\$14,350.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
2	Water Quality Control	rs	Н	\$3,250.00	\$3,250.00	\$1,500.00	\$1,500.00	\$20,000.00	\$20,000.00
3	Clearing and Grubbing	SJ	H	\$17,023.00	\$17,023.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
4	4 Grout Voids Around Existing Storm Drains	ბ	2	\$1,500.00	\$3,000.00	\$4,400.00	\$8,800.00	\$2,000.00	\$4,000.00
5	Remove Existing 30" CMP and Replace with 30" RCP	4	43	\$485.00	\$20,855.00	\$340.00	\$14,620.00	\$350.00	\$15,050.00
9	Remove Existing 36" CMP and Replace with 36" RCP	5	123	\$400.00	\$49,200.00	\$380.00	\$46,740.00	\$440.00	\$54,120.00
7	, Remove Existing 36" CMP and Replace with 36" Pipe	5	28	\$535.00	\$14,980.00	\$400.00	\$11,200.00	\$440.00	\$12,320.00
∞	Remove Existing 42" CMP and Replace with 42" Pipe	4	110	\$465.00	\$51,150.00	\$450.00	\$49,500.00	\$500.00	\$55,000.00
б	18" Storm Drain Rehabilitation	5	69	\$222.00	\$15,318.00	\$225.50	\$15,559.50	\$255.00	\$17,595.00
10	10 36" Storm Drain Rehabilitation	H.	94	\$322.00	\$30,268.00	\$327.80	\$30,813.20	\$375.00	\$35,250.00
11	11 42" Storm Drain Rehabilitation	4	389	\$258.00	\$100,362.00	\$262.90	\$102,268.10	\$300.00	\$116,700.00
12	Remove Existing Tree	EA	∞	\$600.00	\$4,800.00	\$370.00	\$2,960.00	\$1,000.00	\$8,000.00
13	Shoring and Bracing	LS	1	\$9,500.00	\$9,500.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
				Grand Total	\$334,056.00		\$348,960.80		\$398,035.00

RESOLUTION NO. 2018 --

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AWARDING A CONTRACT TO BERT W. SALAS, INC., IN THE NOT TO EXCEED AMOUNT OF \$334,056 FOR THE LAS PALMAS STORM DRAIN REPAIR PROJECT; AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF UP TO \$50,108.40 FOR ANY UNFORESEEN CHANGES; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, the Las Palmas Storm Drain Repair Project (the "Project") provides for the rehabilitation and replacement of the storm drain pipes and site restoration in Las Palmas Park; and

WHEREAS, at the 2:00 p.m. deadline on August 7, 2018, six (6) bids were received electronically by the Engineering Department for the Project; and

WHEREAS, Bert W. Salas, Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$334,056, and

WHEREAS, a 15% contingency amount up to \$50,108.40 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the Las Palmas Storm Drain Repair Project to the lowest responsive, responsible bidder, to wit:

BERT W. SALAS, INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of \$334,056 with Bert W. Salas, Inc., for the Las Palmas Storm Drain Repair Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council authorizes a 15% contingency in the amount of up to \$50,108.40 for any unforeseen changes.

PASSED and ADOPTED this 4th day of September, 2018.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Harris & Associates, Inc. to provide construction support services, including, but not limited to, preparation of record drawings, for the Paradise Creek Biofiltration Project for a not-to-exceed amount of \$100,000. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018 AGENDA ITEM NO .: ITEM TITLE: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with Harris & Associates, Inc. to provide construction support services, including preparation of record drawings, for the Paradise Creek Biofiltration Project for a not-to-exceed amount of \$100,000. PREPARED BY: Luca Zappiello, Jr. Engineer - Civil DEPARTMENT: Engineering & Rublic Works PHONE: 619-336-4360 APPROVED BY: **EXPLANATION:** See explanation. APPROVED: ______ FINANCE MIS FINANCIAL STATEMENT: ACCOUNT NO. 296-409-500-598-6193 (Paradise Creek Biofiltration - Prop 84) - \$100,000 Funds are appropriated and available in the above expenditure account. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION | FINAL ADOPTION STAFF RECOMMENDATION: Adopt the resolution. **BOARD / COMMISSION RECOMMENDATION: ATTACHMENTS:** 1. Explanation 2. Service Agreement with Exhibits 3. Resolution

Explanation:

Harris & Associates, Inc. was retained by the City of National City through a competitive Request for Qualifications process to provide on-call general engineering services, construction inspections and project management services for various Capital Improvement Projects. The original Agreement was authorized by City Council on May 19, 2015 per Resolution No. 2015-73. The effective date and length of agreement of the original Agreement was May 19, 2015 through May 18, 2017, with an additional one-year extension if agreed to by both parties. On September 5, 2017, City Council authorized an extension to the Agreement through Resolution No. 2017-171, with the effective dates of May 19, 2017 through May 18, 2018.

While under contract, Harris & Associates served as the Engineer of Record responsible for preparing construction plans and specifications for various Capital Improvement Projects, including the Paradise Creek Biofiltration project. Construction support services, including preparation of record drawings, are required to complete this project.

The on-call Agreement with Harris & Associates has since expired. Therefore, staff is requesting that City Council authorize a new Agreement with Harris & Associates to provide construction support services, including preparation of record drawings, for the aforementioned project. The Agreement is for a not-to-exceed amount of \$100,000 and a term of one year, from July 1, 2018 through June 30, 2019.

AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND HARRIS & ASSOCIATES, INC.

THIS AGREEMENT is entered into on this 4th day of September, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and HARRIS & ASSOCIATES, INC., a California corporation (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to engage a CONSULTANT to provide construction support services, including preparation of record drawings, for the Paradise Creek Biofiltration project.

WHEREAS, on May 19, 2015, through City Council Resolution No. 2015-73, the CITY and the CONSULTANT entered into an Agreement whereby the CONSULTANT would provide on-call general engineering services, construction inspections and project management services for various Capital Improvement Projects.

WHEREAS, through said Agreement, which has subsequently expired, the CONSULTANT served as the Engineer of Record responsible for preparing construction plans and specifications for various Capital Improvement Projects, including the Paradise Creek Biofiltration project.

WHEREAS, the CONSULTANT, as the Engineer of Record, is most qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

- 1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide construction support services, and prepare construction plans and specifications for the Paradise Creek Biofiltration project, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.
- The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.
- 2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective retroactively as of July 1, 2018. The duration of this Agreement is for the period of July 1, 2018 through June 30, 2019.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform construction support services, including preparation of record drawings, as set forth in the attached Exhibit "A".

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings specified in Exhibit "A" to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

- 4. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, Director of Publif Works/City Engineer, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Bradley Sager, P.E., Director of Engineering Services, thereby is designated as the Project Director for the CONSULTANT.
- 5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$100,000. The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "B". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

- 6. ACCEPTABILITY OF WORK. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.
- 7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall become the property of the

CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

- 10. <u>COMPLIANCE WITH APPLICABLE LAW</u>. The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.
- 11. <u>LICENSES, PERMITS, ETC.</u> The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. STANDARD OF CARE.

- A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.
- C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.
- 13. NON-DISCRIMINATION PROVISIONS. The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in

conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. CONFIDENTIAL INFORMATION. The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S negligent performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

- 17. <u>INSURANCE</u>. The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:
- A. If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.
- C. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.
- D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.
- F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City c/o Risk Manager 1243 National City Boulevard National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in Californiathat hold a current policy holder's alphabetic and financial size category

rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

- I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.
- K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. TERMINATION.

- A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.
- D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the

CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

- E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.
- 20. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello

Director of Public Works/City Engineer Engineering and Public Works Department

City of National City

1243 National City Boulevard National City, CA 91950-4397

To CONSULTANT:

Bradley Sager, P.E. Director of Engineering Services Harris & Associates, Inc. 600 B Street, Suite 2000 San Diego, CA 92101

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. CONFLICT OF INTEREST AND POLITICAL REFORM ACT

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONSULTANT.

22. **PREVAILING WAGES**. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720,1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. <u>MISCELLANEOUS PROVISIONS</u>.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- J. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- L. Subcontractors or Subconsultants. The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.
- M. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY	HARRIS & ASSOCIATES, INC. (Corporation – signatures of two corporate officers required)
By:Ron Morrison, Mayor	By: (Name)
APPROVED AS TO FORM:	Division President Consulting
	(Title)
Angil P. Morris-Jones City Attorney	By: (Name) Steven Winchester (Print)
	SVP, Onief Development (Title) Offic LC



EXHIBIT A SCOPE OF SERVICE

Subject: IRWM Disadvantage Community Grant Funded Paradise Valley Creek Water Quality and

Community Enhancement - Engineering, Design, and Environmental Services

Task 1 - Project Management

This task includes activities required for grant administration, reporting, and invoicing for the work that will be completed.

Subtask 1a - Reporting and Invoicing

This task involves supporting the City by preparing quarterly reports to the IRWN working group and coordinated Grant Funding reimbursements to the City.

Subtask 1b - Monthly Status Meetings

This task involves tracking the monthly status of the overall project. It is estimated that monthly status meetings will be held with the project team.

Task 1 Deliverables

- Quarterly Invoices
- Quarterly Progress Reports
- Completion Report

Task 1 Milestones

- Execution of LPS Agreement with SDCWA
- Quarterly Submittal of Reports and Invoices
- Monthly Status Meetings
- Project Completion

Task 1 Timing

The grant contract between DWR and SDCWA is anticipated to be executed by mid-February, with LPS contracts executed with SDCWA by mid-March (approximately one month after execution of grant agreement between SDCWA and DWR). The LPS-SDCWA contract must be executed for the City of National City to complete work. Compilation of Quarterly Reports will begin after grant execution, and be completed every quarter. The Completion Report will be produced following completion of planning activities described here and prior to close of the grant agreement.

Task 2 - Outreach

Outreach activities are focused on engaging DAC community members on the design of the creek improvements, along with developing a long-term watershed ethic that will result in greater care for the creek and less direct trash and pollution.

Subtask 2a - Mailing Notices

This task involves generating mailing notices in order to inform the public of the creek and quality of life improvements to be made and how it will benefit the community. Notices will include information on the creek, the project, benefits to the community, and how to provide input and feedback on the project



Subtask 2b - Community Meetings

This task involves working with the project partners to plan community meetings. The intent of these community meetings will be to provide informal education on the importance of stormwater management while explaining how the improvements to the Paradise Valley Creek will enhance the community and provide educational value to its community members with the proposed learning path. Community meetings will help the coordinate creek cleanups and engage community involvement in maintaining the proposed improvements.

Subtask 2c - Focus Groups

This task involves meeting with specific groups, either a community group or local business group, to receive their input on the creek improvements.

Subtask 2d - Community Groups Supplies for Creek Clean-ups

This task involves gathering the supplies needed in order to successfully coordinate a volunteer led creek cleanup. Trash bins should be rented and supplies such as gloves, bags, and trash grabbers should be purchased for volunteers.

Task 2 Deliverables

- Mailers
- Community Meeting notes
- Focus group(s) meeting materials and notes

Task 2 Milestones

- Release of mailers
- Community meetings
- Focus group meetings
- Coordination/scheduling of creek clean-ups

Task 2 Timing

Outreach is expected to begin once the basis of design report is initiated. Scheduling of the community creek clean-up days will coincide with the creation of other outreach material, after the Basis of Design Report (Subtask 3.d) is completed.

Task 3 - Planning

Planning subtasks include field surveys, geotechnical investigations, and hydrology and hydraulics modeling to support the basin design.

Subtask 3a - Aerial and Field Survey

This task involves gathering aerial photography of the project site. This will also include field surveying to develop 1-foot contours across the project site and will involve identifying existing creek geometry.

Subtask 3b - Geotechnical Evaluation

This task involves performing below-ground investigation by boring, sampling, and testing the soil in order to establish its characteristics that would influence the construction of the project. A report will be developed in order to provide the design team and contractors with subsurface information and design parameters during the initial planning stages.



Subtask 3c - Hydrology and Hydraulics Modeling

This task involves providing a representation of the hydrologic process that occurs on the project site, while providing a solution to control and improve the existing conditions. Hydrology will be conducted for the 2-year, 5-year, 10-year, 50-year, 100-year, and 500-year storm events. Hydraulics analysis will be conducted using USACE software GEO-RAS or HEC-RAS 5.0 to develop the existing and proposed creek alternatives. The modeling will incorporate methods established by the San Diego Municipal Stormwater Permit.

Subtask 3d - Basis of Design Report with Alternatives

This task involves developing a design intent that will provide the explanation of the ideas, concepts and criteria that are considered to be very important to the City of National City, coming out of the programming and conceptual design phases. The basis of design, developed from the design intent, is the documentation of the primary thought processes and assumptions behind design decisions that will be made to meet the design intent.

Subtask 3e - FEMA CLOMR

A Conditional Letter of Map Revision (CLOMR) is FEMA's formal review on whether a proposed project is in compliance with the minimum National Flood Insurance Program (NFIP) floodplain management criteria. The CLOMR helps to describe any eventual revision that will be made on the NFIP maps when the project has been completed. A CLOMR is required only for those projects that will result in a 1-percent annual chance water surface elevation increase of greater than 1.00 foot for streams with BFEs specified, but no floodway designated, or any 1-percent annual chance water surface elevation increase for proposed construction within a regulatory floodway.

Task 3 Deliverables

- Aerial and Field Survey Reports
- Geotechnical Evaluation Report
- Hydrologic Study Report
- Basis of Design Report
- CLOMR letter with GIS Map Exhibits

Task 3 Milestones

- Generation of a basemap of Paradise Valley Creek
- Completion of geotechnical investigation
- Completion of hydrology and hydraulic models
- Completion of Basis of Design Report
- CLOMR review and approval

Task 3 Timing

Model construction will begin once relevant surveys are completed (*Subtasks 3.a-c*), and Draft and subsequent Final Basis of Design Reports will begin once hydrology and hydraulic models and reports are complete. The CLOMR can be initiated either at BOD completion (*Subtask 3.d*) or at IS/MND (*Subtask 5.a*) completion, and will take approximately 6-months for approval by FEMA.



Task 4 - Design

Design subtasks include preliminary and final design packages, along with construction cost estimates.

Subtask 4a - Preliminary Design (30% Stage)

This task involves the development of base mapping for the project using collected survey data, as-built data, field data, and utility information

Subtask 4b - Construction Cost Estimate

This task involves preparing the construction cost estimate from the design recommendations to include quantity detail and verification of unit cost. Construction cost estimates will be prepared at the 60% design stage and the 100% design stage.

Subtask 4c - Final Design and Specifications (60% and 100% Stages)

This task involves plan preparation and various stages of design for the proposed detention basin and bioswale, as well as improved grading in the Paradise Creek. 100% design plans and specifications will be produced.

Task 4 Deliverables

- Preliminary Design Drawing Set
- Construction Cost Estimate
- Final Plans, Specifications, and Estimates

Task 4 Milestones

• Preliminary, 60%, and 100% design milestones

Task.4 Timing

Generation of the CADD utility file for the preliminary design drawings will be initialed after the completion of the field surveys (*Subtasks 3.a-c*). It is assumed that the 70 days allocated for subtask 4.a includes time for review and approval of the preliminary designs by the City. Final construction and cost estimates can be completed after the Basis of Design is finished. 60% and 100% PS&Es may be completed after previous design reviews are competed by the city. Design will be ongoing until the Final Design is approved.

Task 5 - Environmental Compliance and Permitting

Environmental subtasks include preparation of CEQA compliance documentation and regulatory permits.

Subtask 5a - Initial Study/Mitigated Negative Declaration (IS/MND)

This task includes performing an IS to determine if the proposed project would have a significant environmental impact. The MND is appropriate when the IS has determined that no significant environmental effects will occur since the project implementation will have improved mitigation measures and will be implemented to reduce all potentially significant impacts. The IS/MND will address the potential for construction or operation of the Paradise Valley detention basin to result in potential environmental impacts, per CEQA Guidelines.



Subtask 5b - Biological Technical Report

This task involves the preparation of a Biological Technical Report based on project information and analysis. The report will include a description of existing resources and an impact analysis of the biological resources resulting from project implementation. Cumulative impacts will be qualitatively assessed. Mitigation measures will also be determined.

Subtask 5c - Regulatory Permitting (401/404/1602)

This task involves the preparation of the U.S. Army Corps of Engineers (USACE) 404 Permit Application, Regional Water Quality Control Board (RWQCB) 401 Certification Form, and California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement Form based on the information in the IS/MND and Biological Technical Report (BTR). Electronic copies of each shall be sent to the County of San Diego, USACE, RWQCB, and CDFW respectively.

Task 5 Deliverables

- Initial Study/Mitigated Negative Declaration (IS/MND)
- Biological Technical Report
- Permit Applications

Task 5 Milestones

- Researching and analyzing data for Initial Study
- Developing impact analysis of biological resources
- Submittal of permits to appropriate regulatory agencies

Task 5 Timing

The IS/MND and development of Biological Technical Report can be started after approval of the preliminary design (Subtask 5.a). Submittal of permits to appropriate regulatory agencies can begin after the completion of the 60% design drawings.



EXHIBIT "B"

RANGE OF HOURLY RATES:

City of National City

Effective July 1, 2018 - June 30, 2019

ENGINEERING SERVICES	HOURLY RATE
Project Directors Project Managers Project Engineers	\$190-240 150-210 125-195
Technical Support Administration	75-130 75-100
CONSTRUCTION MANAGEMENT	HOURLY RATE
Project Directors	\$210-240
Project Managers	150-210
Construction Managers	125-220
Resident Engineers	120-180
Construction Engineers	110-200
Scheduling Engineers	110-190
Cost Engineers	110-190
Inspectors*	100-175
Technicians	90-160
Administration	75-100

Notes: Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

^{*}Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

PKUMAR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

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	OTHER:	<u></u>						•	*	1 2 V
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	OWNED SCHEDVILED AUTOS		ļ.					BODILY INJURY (Per accident)	\$. 1937
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	AOTOG GILL	ŀ		•					\$	el io
В	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	10,000,000
	X EXCESS LIAB CLAIMS-MADE			SF18EXC7127011C	08/01/20	0 810	8/01/2019	AGGREGATE	s	10,000,000
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			The state of the s				X PER STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE		X	UB-8K458448-TIL-18	08/01/20	0 810	8/01/2019	E.L. EACH ACCIDENT	8	1,000,000
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	If yes, describe under DESCRIPTION OF OPERATIONS below		İ			1		E.L. DISEASE - POLICY LIMIT		1,000,000
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D	Claims-Made;150k Ded			AEH591891588	08/01/20	018 0	8/01/2019	Aggregate		10,000,000
DES	 cription of operations/Locations/Vehicl kers Compensation policy excludes mo	LES (A	CORE	l 7 101, Additional Remarka Schadu 2g etatos ND OH WA WV	ilo, may be attached t	f moto a	ipaco s roquir	red)	L	
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e:	On-Call Project Support Services (HA:	#140-	0192	(2020)).	andronana an An	1414144	al Inaureal	an Pantanda Caroral Link	Merne	n addaalla n
ne orn	City of National City, it's elected official CNA75079XX 1016, Workers Company	s, cii satior	icers i Wal	s, ayencs, employees, and ' lver of Subrogation applies	volunteers as AC s in favor of the (aution City of	iai misured National C	as respects General Liab lity por WC990376. As re	nuy pe quired	t adached by written
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Jen	eral Liability Waiver of Subrogation for	n GN.	A748	DBAX 1-15 attached,						(38 4797)
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CE	RTIFICATE HOLDER			· ,-+=	CANCELLATI	ON				
	City of National City				THE EXPIRA	TION	DATE TH	ESCRIBED POLICIES BE C IEREOF, NOTICE WILL DY PROVISIONS,		
	c/o Risk Manager				Paanimula			1 - 70 - 1 - 70 - 17 - 17 - 17 - 1		
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ACORD 25 (2016/03)

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. In the performance of your ongoing operations subject to such written contract; or
 - B. In the performance of your work subject to such written contract, but only with respect to bodily injury or property damage included in the products-completed operations hazard, and only if:
 - the written contract requires you to provide the additional insured such coverage; and
 - 2. this coverage part provides such coverage.
- II. But if the written contract requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional Insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- IV. The Insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16)

Page 1 of 2

insured Name: Harris & Associates Inc.

Policy No: 6072176739

Effective Date: 08/01/2018

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed **Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named Insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be;

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional Insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the insurer copies of all legal papers received, and otherwise cooperate with the insurer in the investigation, defense, or settlement of the claim; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the insurer covers under this coverage part, However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The insurer has no duty to defend or indemnify an additional insured under this endorsement until the insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement;

- A. Is currently in effect or becomes effective during the term of this policy; and
- B, was executed prior to:
 - 1. the bodily injury or property damage; or
 - 2. the offense that caused the personal and advertising injury:

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Insured Name: Harris & Associates Inc.

Policy No: 6072176739

Effective Date: 08/01/2018

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Architects, Engineers and Surveyors General Liability **Extension Endorsement**

- (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE ELEVATORS Provision. the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as Insureds natural persons who are retired partners, members, directors or employees, but only for bodily injury, property damage or personal and advertising injury that results from services performed for the Named Insured under the Named Insured's direct supervision. All limitations that apply to employees and volunteer workers also apply to anyone qualifying as an insured under this Provision,

24. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of ball bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally falls to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer walves any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- the Named Insured's ongoing operations; or
- your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrapup) insurance program by applicable state statute or regulation.

CNA74858XX (1-15)

Page 16 of 17

Insured Name: Harris & Associates Inc.

Policy No: 6072176739

Effective Date: 08/01/2018

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Workers compensation And Employers liability policy

ENDORSEMENT WG 99 03 76 (A)- 001

FOLICY NUMBER: (UB-8K468448-TIL-18)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be $02.000\,$ % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRETTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WATVER. Job Description

AS REQUIRED BY WRITTEN CONTRACT.

This endorsement changes the polloy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No.

Insurance Company

Countersigned by

RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH HARRIS & ASSOCIATES, INC., TO PROVIDE CONSTRUCTION SUPPORT SERVICES, INCLUDING PREPARATION OF RECORD DRAWINGS, FOR THE PARADISE CREEK BIOFILTRATION PROJECT FOR A NOT TO EXCEED AMOUNT OF \$100,000

WHEREAS, on May 19, 2015, the City Council adopted Resolution No. 2015-73, to enter into a two-year Agreement with Harris & Associates, Inc., to provide on-call general engineering services, construction inspections, and project management services for various Capital Improvement Projects; and

WHEREAS, on September 5, 2017, the City Council adopted Resolution No. 2017-171, authorizing a First Amendment to the Agreement to extend the term of the Agreement through May 18, 2018; and

WHEREAS, while under contract, Harris & Associates served as the Engineer of Record responsible for preparing construction plans and specifications for various Capital Improvement Projects, including the Paradise Creek Biofiltration project; and

WHEREAS, to complete the Paradise Creek Biofiltration project, the City desires to enter into an Agreement with Harris & Associates for construction support services, including preparation of record drawings for a not-to-exceed amount of \$100,000,, with a term from July 1, 2018 through June 30, 2019, and no option to extend the term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute an Agreement with Harris & Associates for construction support services, including, but not limited to, the preparation of record drawings for a not-to-exceed amount of \$100,000, with a term from July 1, 2018 through June 30, 2019, with no option to extend the term, to complete the Paradise Creek Biofiltration project. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 4th day of September, 2018.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the two-year Agreement with Michael Baker International, Inc., to extend the term of the Agreement by one year, expiring June 30, 2019, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, civil engineering, construction management and inspection services. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:

September 4, 2018

AGENDA ITEM NO.

D water	Sec. 10.	E .	West St		-
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IT				11	- 1

See attached.

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with Michael Baker International, Inc., extending the term of the Agreement by one year to June 30, 2019, to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, civil engineering, construction management and inspection services. The original Agreement is for a period of two years, with the option to extend for an additional period of up to one year.

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

EXPLANATION:

DEPARTMENT: Engineering/Public Works

APPROVED BY:

F	IN	IAN	ICIA	LS.	TAT	EME	NT:

ACCOUNT NO.

APPROVED: Mach Katub

Finance

APPROVED:

MIS

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution executing a First Amendment to the Agreement with Michael Baker International, Inc., extending the term of the Agreement by one year to June 30, 2019.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1. Explanation
- 2. First Amendment to Agreement
- 3. Resolution

Explanation:

On September 6, 2016, per City Council Resolution No. 2016-139, the City of National City entered into an Agreement with Michael Baker International, Inc. to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, civil engineering, construction management and inspection services. The original Agreement is for a not-to-exceed amount of \$900,000 and a term of two years, with the option to extend for an additional period of up to one year.

Both parties desire to execute the option to extend the term of the Agreement to June 30, 2019, to allow Michael Baker International to continue providing CIP support services. See attached First Amendment to Agreement.

Funds are appropriated in various CIP accounts for FY 2019 and will be encumbered on an as-needed basis.

FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND MICHAEL BAKER INTERNATIONAL, INC.

This First Amendment to the Agreement is entered into this 4th day of September, 2018 by and between the City of National City, a municipal corporation ("CITY"), and Michael Baker International, Inc., a Pennsylvania corporation (the "CONSULTANT").

RECITALS

WHEREAS, The CITY and the CONSULTANT entered into an Agreement on September 6, 2016, (the "Agreement") through the adoption of City of National City Council Resolution No. 2016-139, wherein the CONSULTANT agreed to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, civil engineering, construction management and inspection services.

WHEREAS, the original Agreement has a not-to-exceed amount of \$900,000 and a term of two years, with the option to extend for an additional period of up to one year; and

WHEREAS, to continue timely completion of Capital Improvement Projects, the parties desire to retroactively extend the term of the Agreement, effective as of July 1, 2018, to June 30, 2019.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement entered into on September 6, 2016, as follows:

- 1. Extend the term of the Agreement to June 30, 2019.
- 2. The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated September 6, 2016, shall remain in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement on the date and year first above written.

CITY OF NATIONAL CITY	MICHAEL BAKER INTERNATIONAL, INC		
By: Ron Morrison, Mayor	By: Affaction American President		
	By: Trudi Lim, P.E. Vice President, Office Executive		
APPROVED AS TO FORM:			
Angil P. Morris-Jones City Attorney			
By: Roberto M. Contreras Deputy City Attorney			



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AON Risk Services Central, Inc. Pittsburgh PA Office Dominion Tower, 10th Floor 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/G. No. Ext): (866) 283-7122	363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED	INSURER A: XL Insurance America Inc	24554
Michael Baker International, Inc	INSURER B; Liberty Mutual Fire Ins Co	23035
5 Hutton Centre Drive Suite 500	INSURER C: Liberty Insurance Corporation	42404
Santa Ana CA 92707 USA	INSURER D: Lloyd's Syndicate No. 2623	AA1128623
	INSURER E:	:
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570068250076 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL:	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
В.	X COMMERCIAL GENERAL LIABILITY			TB2681004145717	08/30/2017	08/30/2018	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE X OCCUR			General Liability			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
		- 1					PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	- 1					GENERAL AGGREGATE	\$4,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							
В	AUTOMOBILE LIABILITY			AS2~681~004145~727 Commercial Auto - AOS	08/30/2017	08/30/2018	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED SCHEDULED						BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY				,		PROPERTY DAMAGE (Per accident)	
	, and a star							13.7
A	X UMBRELLALIAB X OCCUR		- 1	US00079952LI17A	08/30/2017	08/30/2018	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE	-		Umbrella			AGGREGATE	\$10,000,000
	DED X RETENTION \$10,000	ĺ						
¢	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		1	WA768D004145777	08/30/2017	08/30/2018	X PER OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE	N/A		Workers Comp - AOS			E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	"'"					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	E&O-PL-Primary			PSDEF1700460	08/31/2017	08/31/2018		\$5,000,000
				Professional Liab. and CP SIR applies per policy ter	ms & condit		Aggregate	\$5,000,000
	<u> </u>							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Named Insured only: Attn: Kim Hartsfield. JN152317 RE: Project Name: Oversight of CMP Storm Drain Repairs, Agreemen Date: 25th January 2016. The City of National City, its elected officials, officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers' Compensation policy. Should General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies be cancelled before the expiration

OED.	TICL	ATE	HAL	DED
CER	HER	AIC	HUL	DER.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

City of National City Attn: Risk Manager 1243 National City Blvd. National City CA 91950-4301 USA

AUTHORIZED REPRESENTATIVE

Son Risk Services Central Inc

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AGENCY CUSTOMER ID: 570000027699

LOC #:

ADDITIONAL REMARKS SCHEDULE

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AGENCY		NAMED INSURED	
Aon Risk Services Central, Inc.		Michael Baker International, Inc	
POLICY NUMBER	•	1	
See Certificate Number: 570068250076			·
CARRIER	NAIC CODE		
See Certificate Number: 570068250076		EFFECTIVE DATE:	

See Certificate Number: 570068250076		
CARRIER See Certificate Number: 570068250076	NAIC CODE	EFFECTIVE DATE:
ADDITIONAL REMARKS	L,	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO	ACORD FOR	M.
FORM NUMBER: ACORD 25 FORM TITLE: Certificate		
Additional Description of Operations / Locations / Vehicles:		
date thereof, the policy provisions will gove	rn how not	ice of cancellation may be delivered to Certificate
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ACORD 101 (2008/01)

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Policy Number: AS2-681-004145-727

issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIERS COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: TB2-681-004145-717

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location(s) Of Covered Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICYNUMBER: TB2-681-004145-717

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-681-004145-717 Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY — UMBRELLA COVERAGE FORM

Schedule	

Name of Other Person(s) /	Email Address or mailing address:	Number Days Notice:
Organization(s):		
Per schedule on file with the		30
Company		
	·	

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number AS2-681-004145-727 Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY -- UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) /	Email Address or mailing address:	Number Days Notice:
Organization(s):		
Per schedule on file with the	Per schedule on file with the company	30
company		
1		

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LIM 99 01 05 11 .

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT — CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250

Person or Organization
Where required by contract or written agreement prior to loss and allowed by law.

Job Description

Issued by Co 7 - Liberty Insurance Corporation

For attachment to Policy No. WA7-68D-004145-777 Effective Date 8/30/2017

Premium \$

Issued to Michael Baker International, Inc.

WC 04 03 06 Ed. 04/1984

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Where required by contract or written agreement prior to loss and allowed by law.

Schedule

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-68D-004145-777

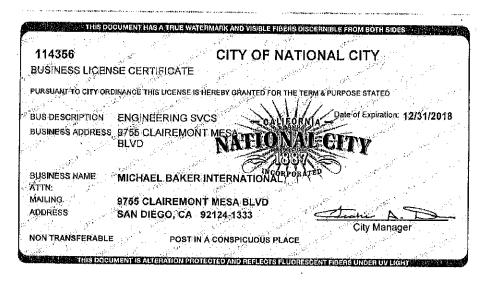
Effective Date 8/30/2017

Premium

Issued to: Michael Baker International, LLC

WC 00 03 13 Ed. 4/1/1984

© 1983 National Council on Compensation Insurance, Inc.



KEEP FOR YOUR RECORDS BUSINESS TAX RECEIPT

License No. 114356

T \$25.00 SB1186 \$4.00 TOTAL \$29.00

NATIONAL CITY VEHICLE PERMIT

010739

AFFIX TO LEFT REAR VEHICLE BUMPER AREA EXPIRES 12/31/18



July 19, 2018

To Whom It May Concern

RE: Michael Baker International, Inc. 2018-2019 Casualty Insurance

Aon Risk Services is the insurance broker for Michael Baker International, Inc.

We are attentive to the fact that the current General Liability, Auto, Workers' Compensation, Umbrella, and Errors & Omissions policies expire on August 30, 2018.

All coverages will be renewed with either the incumbent or a competing insurance carrier effective August 30, 2018. Please accept this letter as evidence of the renewal coverages until such time that the renewal certificates have been distributed and in your possession.

Thank you for your patience and understanding in this matter.

Sincerely,

Ashley Kowalczyk, ARM, CRIS

Account Executive

RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE TWO-YEAR AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC., TO EXTEND THE TERM OF THE AGREEMENT FOR ONE YEAR, EXPIRING JUNE 30, 2019, TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM, INCLUDING, BUT NOT LIMITED TO, CIVIL ENGINEERING, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES

WHEREAS, on September 6, 2016, the City Council adopted Resolution No. 2016-139 entering into a two-year Agreement with Michael Baker International, Inc., for a not-to-exceed amount of \$900,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, civil engineering, construction management and inspection services, with the option to extend the term of the Agreement for an additional one year; and

WHEREAS, the parties desire to exercise the option to extend the term of the Agreement for one year, expiring on June 30, 2019, to allow Michael Baker International to continue providing CIP support services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement with Michael Baker International, Inc., to extend the term of the Agreement for one year, expiring June 30, 2019, to provide on-call project support services for National City's Capital Improvement Program, including, but not limited to, civil engineering, construction management and inspection services. Said First Amendment is on file in the office of the City Clerk.

PASSED and ADOPTED this 4th day of September, 2018.

	Ron Morrison, Mayor
ATTEST:	
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones	
City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City: (1) waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback onto U.S. General Services Administration (GSA) Contract #GS-30F-0003T to award the purchase of one CMT-100 Mixing Trailer to Cart-Away Concrete in an amount not to exceed \$24,390.48, and (2) appropriate \$9,390.48 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply toward the purchase. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018 AGENDA ITEM NO .:

ITEM TITLE:

Resolution of the City Council of the City of National City (1) waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the General Services Administration (GSA) Contract #GS-30F-0003T to award the purchase of one CMT-100 Mixing Trailer to Cart-Away Concrete in an amount not to exceed \$24,390.48, and (2) appropriate \$9,390.48 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply toward the purchase.

PREPARED BY: Ray Roberson, Management Analyst

PHONE: 619-336-4583

EXPLANATION: See explanation.

DEPARTMENT: APPROVED BY:	/ ///	ng and	Public Works

FINANCIAL	STAT	TEMEN	T:
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ACCOUNT NO.

APPROVED: Mak Ratus

APPROVED:

FINANCE

644-416-221-511-0000 (Equipment Replacement Reserve – Streets) - \$15.000 \$9,390.48 to be appropriated from the Sewer Service Fund fund balance

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION

FINAL ADOPTION

STAFF RECOMMENDATION:

Adopt Resolution awarding the purchase of one CMT-100 Mixing Trailer to Cart-Away Concrete in an amount not to exceed \$24,390.48.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- 1. Explanation
- 2. Quote
- 3. General Services Administration (GSA) Contract #GS-30F-0003T Resolution 2017-53
- 4. Resolution

Explanation:

As part of the FY 2019 CIP annual budget, City Council approved funding through the Equipment Replacement Reserve for the purchase of one (1) cement mixer for the Engineering and Public Works Streets Division. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the General Services Administration (GSA) Contract #GS-30F-0003T to award the purchase of one CMT-100 Mixing Trailer to Cart-Away Concrete in an amount not to exceed \$24,390.48, and (2) appropriate \$9,390.48 in the Equipment Replacement Reserve from the Sewer Service Fund fund balance.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that the General Services Administration (GSA) Contract #GS-30F-0003T with Cart-Away Concrete was competitively bid through a Request for Bid (RFB) and bid process, and that the respective procurement procedures are in substantial compliance with those of National City.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2019 CIP budget. While the City Council previously authorized an appropriation of \$15,000.00 for the purchase of the cement mixer, the cost of the cement mixer is \$24,390.48, resulting in the need for additional appropriation from the Sewer Service Fund fund balance in the amount of \$9,390.48.



QUOTE:

0710008

Tuesday July 10, 2018

Customer: City of National City

1726 Wilson Ave

National City, CA 91950

Tony Gaut 619-866-5336

tgaut@nationalcityca.gov

Qty Description

1 ea

CMT-100 Mixing Trailer

- 1 Yard Capacity
- Honda Powered
- Heavy Duty Gearbox
- GearSaver Hydraulic Operational Controls
- Adjustable Tongue Height
- 2" Autolock Ball Coupler
- 4-Wheel Hydraulic Surge Brakes
- Black TandemFlex TPO Fenders
- Powder-Coated Standard Blue Frame with Light Grey Drum

Discharge Chute Option 1 ea

PortaWash 1 ea Hour Meter 1 ea

CMT-100 Trailer Discharge Chute Option PortaWash Hour Meter Shipping

\$19,850.08 628.00 \$ 1,925.00 24.95 Included \$24,390.48

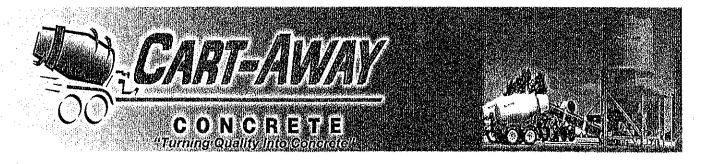
8.75% Sales Tax

GSA Contract #GS-30F-0003T

Signed Quote and Government PO Required To Place Order

Approval:		Date	:
	Buyer Signature	-	

Cart-Away Concrete Systems, Inc • 1405 NE Alpha Drive • McMinnville, Oregon, United States 97128 (503)434-4444 • Fax (503)434-5888 • www.cart-away.com Call a Cart-Away Export at 1-800-909-9809



EQUIPMENT OPTIONS

Our Standard Equipment is designed and built to give years of use and profit. However, there are some options that customers choose to add to enhance the performance or longevity of their purchase. You may choose from the list below:

OPTION	Price
PortaWash Water System: Includes Honda Electric Start Upgrade, 23 Gallon	
Water Storage Tank, Battery and Charging System, Fused and Lighted Switch,	\$1,925 [*]
Heavy Duty Pump, 25' Permacoll Hose with Nozzle.	
Discharge Chute Assembly: Includes the Stinger Weldment, Extension Bar, and	\$628
Removable Discharge Chute.	\$028
Cone Holder: Safety Cone Holder with 30" Rod Mounted To the Trailer Frame.	\$289
Holds Up To 15 each 18" Safety Cones (Cones Not Included.)	Ş209
Hour Meter: Know When To Change The Engine Oil and Perform Other Critical	\$24.95
Maintenance On Your Engine With an Hour Meter	Ş24.93
Ball Coupler for CMK: The MixKing some Standard With A Pintle Ring Coupler.	\$51.50
Upgrade To A 2-5/16" Ball Coupler.	^ \$91'90
	CMT-100: \$225
Load Range D Tires: Upgrade To Load Range D Tires for Extended Tire Life.	CMK-175; \$280
Electric Brake Option: Includes Electric Backing Plates on All Four Wheels,	CMT-100: \$885
Emergency Breakaway Kit with Battery	CMK-175: \$985
EVP (Enhanced Visibility Package): Includes LED Side Markers Front & Rear, Rear	\$765
LED Tall/Brake Lights, License Plate Light and Rear Conspicuity Tape.	\$703
Kohler Engine Option: Upgrade to a 14HP Gasoline Engine (Recoil Start)	\$85
Electric Start Gasoline Engine Upgrade: Any CUBE, MD, or Trailer Engine	\$775
Diesel Engine for CUBE or MD: Change to a 9.9HP Hatz Diesel (CUBE or MD only)	\$4,250
CUBE Electric Motor Option: Substitute a 20HP Electric Motor with Control	ČT OFO
Panel and Overload Protection	\$5,250
Vac-Away: Reduces Fugitive Dust On CBL Automated Loaders. Required in Some	C11 OF C
Jurisdictions.	\$11,850
BatchKing Software: Software program that enables input of custom mix designs	77 - 77 - 77 - 77 - 77 - 77 - 77 - 77
and provides batch tickets. Includes OKI ML186 Serial Printer, 200' CAT5e Cable,	\$7,250
and one Box (1100 Sheets) of 3-Part Printer Paper.	

And ask about a Spare Parts Package customized for your new equipment!









Contract Holder GS-30F-0003T GSA



CONTACT:

Shannon Reilly: shannon@cart-away.com

OTHER CONTACTS:

Scotty Crist: scotty@cart-away.com

VEHICULAR MULTIPLE AWARD SCHEDULE (VMAS)

SCHEDULE TITLE:

Web: www.cart-away.com

FSC Group 38 - Construction, Mining, Excavating and Highway Maintenance SIN 271-106 **FSC GROUP & SIN:**

CAGE CODE: 4DC73 **DUNS number: 176095334**

CONTRACT PERIOD: 07 November 2006 – 06 November 2021

Cart-Away is registered in Central Contractor Registration (CCR) database & ORCA

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE

"For more information on ordering from Federal Supply Schedules click on the FSS Schedules button option to create an electronic delivery order are available through GSA Advantagel, a menu-driven On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the database system. The INTERNET address of GSA Advantage! Is: GSAAdvantage.gov.

GSA Administrator for Cart-Away Cart-Away Concrete Systems, Inc.

Bruce Christensen: bc@cart-away.com

Monte Pardee: monte@cart-away.com





GS-30F-0003T

concrete delivery solutions. We are best known for our 1-cubic yard to 7-Cart-Away Concrete Systems, is the worldwide leader in small batch cubic yard mixing or delivery systems.

Drum mixers are designed to meet the military specification of 70 to 100 Cart-Away mixers and delivery systems have decades of field testing and drum rotations per batch. All Cart-Away equipment is manufactured in the USA and is finished and assembled to the highest standards.

BUSINESS SIZE: Small Business

are supported by a seasoned customer service team.

CUSTOMER INFORMATION:

1a. Table of awarded special item number(s) SIN: 271-106

1b. Identification of the lowest priced model number and lowest unit price for that model for each SIN.

2. Maximum order: \$100,000

3. Minimum order: 1 Unit

4. Geographic Coverage: Continental United States only

5. Point of production: Yamhill County, Oregon, United States

6. Discount from list prices: N/A





GS-30F-0003T

7. Quantity discount: N/A

8. Prompt payment terms: N/A

9. Terms and conditions of Government purchase card acceptance:

Government Purchase Cards are not accepted for purchases below the micro-purchase threshold. Government Purchase Cards are accepted for purchases at or above the micro-purchase threshold.

10. Foreign Items: N/A

11a. Term of Delivery: Governed by contract terms. 90-120 days ARO

11b. Urgent Requirements: N/A

12. F.O.B.: Destination within the continental USA only.

13a. Ordering address: P.O. Box 726

McMinnville, OR 97128

Ordering Email address: shannon@cart-away.com

Ordering Telephone: 800.909-9809

13b. Ordering procedures: Cart-Away Concrete Systems will not accept BPAs in accordance with Clause I-FSS-646

14. Payment address:

Cart-Away Concrete Systems, Inc

P.O. Box 726

McMinnville, OR 97128



Cart-Away Concrete Systems, Inc. has a wide range of concrete mixing and delivery solutions. Our compact, efficient and robust designs are the perfect tool for the most demanding circumstances. We build concrete mixers on trailer frames or on moveable skids. We build fully automated concrete batching and mixing plants. We build material conveying and pumping systems.

GS-30F-0003T

- 15. Warranty provision: Standard Commercial Warranty
- 16. Export packaging charges: N/A
- 17. Terms and conditions of Government purchase card acceptance: See 9a. and 9b. No other terms and conditions exist for use of Government purchase card acceptance.
- 18. Terms and conditions of rental, maintenance, and repair: N/A
- 19. Terms and conditions of repair parts indicating date of parts price lists and any discounts
- 20a. Terms and condition for any other services: N/A
- 21. Service and Distribution Points: N/A
- 22. List of participating dealers: N/A
- 23. Preventative maintenance: N/A
- 24a. Special attributes: Dust containment on all automated loading systems. Only USA EPA emission approved engines are used. Mixer/trailer frames & all mixing drums are powder coated.
- 24b. Section 508 compliance: N/A
- 25. Data Universal Number System (DUNS) number: 176095334
- 26. Cart-Away is registered in Central Contractor Registration (CCR) database, ORCA & SAM

2

GSA Schedule Price List

CART-AWAY

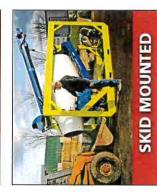
OC CONCRETE

SERVING YOU SINCE 1993

GS-30F-0003T

Product	GSA price with IFF	Product	GSA price with IFF
CMT-100 Trailer Mixer	\$19,850.08	OPT104 Option	\$1,025.00
CLP200 Loader	\$18,032.21	OPT105 Option	\$310.00
CBL1 Loader	\$88,166.45	OPT106 Option	\$875.00
CBL2 Loader	\$101,310.83	OPT107 Option	\$150.00
CAM1 Auger Mixer	\$88,166.45	OPT108 Option	\$1,075.00
CAM2 Auger Mixer	\$101,310.83	OPT109 Option	\$200.00
C.U.B.E Skid Mixer	\$32,369.61	OPT111 Option	\$475.00
Mix King Trailer Mixer	\$22,070.90	OPT112 Option	\$4,395.00
SBCM Skid Mixer 1.25	\$35,450.00	OPT113 Option	\$405.00
SBCM Skid Mixer 1.75	\$37,450.00	OPT114 Option	\$670.00
OPT101 Option	\$3,750.00	OPT115 Option	\$390.00
OPT103 Option	\$1,885.00	OPT116 Option	\$605.00







CART-AWAY OO CONCRETE SERVING YOU SINCE 1993



GS-30F-0003T

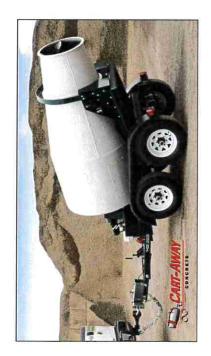
DESCRIPTION OF PORTABLE CONCRETE MIXER/DELIVERY SYSTEMS.

Part # CMT-100

powered by an 13 HP Honda gasoline engine. Controls are simple and The CMT-100 is manufactured in the USA and finished and assembled transporting one cubic yard of concrete at a time when towed. When meet the military specification of 70 to 100 drum rotations per batch. drum to mix or discharge concrete. The mixing system is designed to difficult to access jobs. All functions are hydraulically controlled and combined with a high-speed loading system it can produce up to 10 cubic yards in an hour. The CMT100 is great for small pours and any function and the GearSaver® to control speed and rotation of the The 1-cubic yard concrete mixing trailer is the most widely used easy to operate consisting of a lever to control the tilt to dump concrete mixer of its size in the world. Capable of mixing and to the highest standards.

Cart-Away mixers and delivery systems have decades of field testing and are supported by a seasoned customer service team. http://cart-away.com/cmt-100/ NOTE: There are several out-of-market options available for these mixers, like discharge chutes, upgraded tires, safety-cone holders, splash guards and visibility enhancements.





GS-30F-0003T

Part # CMK-175

specification of 70 to 100 drum rotations per batch. All functions are This larger mixing trailer is the most popular with municipalities and contractors. Capable of mixing and transporting $1\,\%$ -cubic yard of concrete at a time and still staying under 10,000# GVW. The CMKhydraulically controlled and powered by an 13 HP Honda gasoline 175 is great for small pours and difficult access jobs. The mixing lever to control the tilt to dump function and the GearSaver® to engine. Controls are simple and easy to operate consisting of a control speed and rotation of the drum to mix or discharge drum and rotation speed are designed to meet the military concrete.

http://cart-away.com/wp-content/uploads/2018/03/MixKing.pdf

NOTE: There are several out-of-market options available for these mixers.





GS-30F-0003T

Part # C.U.B.E.

designed to meet the military specification of 70 to 100 drum rotations mixer package can be powered with gas or diesel. The mixing system is per batch. The C.U.B.E. can be transported or moved by forklift, crane, The Cart-Away C.U.B.E. is a combination concrete batching and mixing by air lift, or by truck or trailer. There are a number of options on the loader and a 1.5 -cubic yard mixing drum. This all in one concrete concrete batching system that includes the top-mounted conveyor machine wrapped in a rugged steel box. The C.U.B.E. is an on-site GSA schedule that will enhance the mixers versatility, including powder-coating in military spec. colors.

- Part # OPT104 Wing Walls Option for CUBE. (description in GSAadvantage)
 - Part # OPT106 Drum Rotation Counting Option for CUBE. (In GSAadvantage) On Board Water System Option for CUBE. (In GSAadvantage) Part # OPT103
 - Access Limiting Panel Option for CUBE. (In GSAadvantage) Part # OPT112
- Diesel Engine Option (Hatz #1BU40). (In GSAadvantage) Part # OPT101
- Non-Ferrous Plumbing Option for CUBE. (In GSAadvantage) Part # OPT105
 - Fool Box Option For CUBE. (In GSAadvantage) Part # OPT107
 - Part # 0PT114
- Overhead Operator Cover for CUBE(In GSAadvantage) Spare Parts Kit Option for CUBE. (In GSAadvantage) Part # OPT108
- Enhanced Visibility Mirror Option for CUBE. (In GSAadvantage) Part # OPT113
- Coated Hardware/Fittings Option for CUBE. (In GSAadvantage) Part # OPT111
 - Stencil Option for CUBE. (In GSAadvantage) Part # OPT109
- http://cart-away.com/wp-content/uploads/2018/03/Concrete-Cube.pdf Part # OPT115 Inspection Hatch Gasket Material Option. (In GSAadvantage)





GS-30F-0003T

Part # SBCM 1.25 or Part # SBCM 1.75

The SBCM is a combination concrete batching and mixing machine that powder-coated with military color specifications and is assembled with 100 drum rotations per batch. The SBCM can be transported or moved of the SBCM include hydraulically powered material loading conveyor; mixing drum that can be powered by either gas, diesel. The functions mixing system is designed to meet the military specification of 70 to by forklift, crane, by air lift, or by truck or trailer. This mixer can be a tilting frame, mix-rotation and dump-rotation mixing drum. The several of the CUBE options at no additional charge. For example: uses all of the proven hydraulic systems of other Cart-Away small batch concrete mixers. Choose either a 1.25 or 1.75 - cubic yard

- Standard on SBCM Standard on SBCM
- Drum Rotation Counting.
 On Board Water System.
- Standard on SBCM Diesel Engine (Hatz #1BU40).
- Standard on SBCM Non-Ferrous Plumbing.
- Standard on SBCM Tool Box .
 Standard on SBCM Spare Parts Kit.
- Standard on SBCM Stencil Labeling.

http://cart-away.com/wp-content/uploads/2018/03/Cart-Away-SBCM.pdf





GS-30F-0003T

Part # CLP-200

Cart-Away concrete mixing trailer. Using a tractor bucket to measure designed to load the sand, gravel, water and Portland cement into a This Loader can be powder-coated with military color specifications the volume, the built-in cement bag knife and the water meter, you LoadPro can be powered with gas, diesel or electrical power units. can have a ready-mix production system anywhere. The CLP-200 This 2-yard capacity material loader is called the LoadPro. It is http://cart-away.com/material loader/

RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACT NO. GS-30F-0003T TO AWARD THE PURCHASE OF ONE CMT-100 MIXING TRAILER TO CART-AWAY CONCRETE IN AN AMOUNT NOT TO EXCEED \$24,390.48, AND AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$9,390.48 TO THE EQUIPMENT REPLACEMENT RESERVE FROM THE SEWER SERVICE FUND FUND BALANCE TO APPLY TOWARD THE PURCHASE

WHEREAS, as part of the Fiscal Year 2019 CIP annual budget, City Council approved funding through the Equipment Replacement Reserve for the purchase of one (1) cement mixer for the Engineering and Public Works Streets Division; and

WHEREAS, there is an opportunity for the City to piggyback onto United States General Services Administration (GSA) Contract No. GS-30F-0003T with Cart-Away Concrete for the cooperative purchase of one CMT-100 Mixing Trailer in an amount not to exceed \$24,390.48; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case. It is therefore recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code.

WHEREAS, the City Council previously authorized an appropriation of \$15,000.00 for the purchase of the cement mixer, however, the cost of the cement mixer is \$24,390.48, resulting in the need for additional appropriation from the Sewer Service Fund fund balance in the amount of \$9,390.48.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the determination that the United States General Services Administration's procurement procedures are in substantial compliance with the City's, and pursuant to Section 2.60.260 of the Municipal Code, authorizes the waiver of the bidding process to piggyback onto United States General Services Administration (GSA) Contract No. GS-30F-0003T with Cart-Away Concrete for the cooperative purchase of one CMT-100 Mixing Trailer in an amount not to exceed \$24,390.48.

BE IT FURTHER RESOLVED that the City Council authorizes an appropriation in the amount of \$9,390.48 to the Equipment Replacement Reserve from the Sewer Service Fund fund balance to apply toward the purchase.

[Signature Page to Follow]

PASSED and ADOPTED this 4th day of September, 2018.

	Ron Morrison, Mayor
ATTEST:	
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute Program Supplement Agreement (PSA) No. N010 Rev. 1 with the State of California Department of Transportation (CALTRANS) for the Citywide Safe Routes to School (SRTS) Pedestrian Enhancements Project to allow for reimbursement of up to \$350,000 in eligible project expenditures through the Federal Active Transportation Program (ATP). (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. September 4, 2018 ITEM TITLE: Resolution of the City Council of the City of National City authorizing the Mayor to execute Program Supplement Agreement (PSA) No. N010 Rev. 1 with the State of California Department of Transportation (Caltrans) for the Citywide Safe Routes to School (SRTS) Pedestrian Enhancements Project to allow for reimbursement of up to \$350,000 in eligible project expenditures through the Federal Active Transportation Program (ATP). DEPARTMENT: Engineering/Public Works PREPARED BY: Jose LopezoP.E., Assistant Engineer - Civil APPROVED BY: PHONE: 619-336-4312 EXPLANATION: See attached. APPROVED: Walkatur FINANCIAL STATEMENT: **Finance** ACCOUNT NO. APPROVED: MIS ATP Grant - \$350,000 Revenue Account No. 323-00000-3498 Expenditure Account No. 323-409-500-598-6166 (Citywide Safe Routes to School Project) There is no local match requirement. **ENVIRONMENTAL REVIEW:** Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3), approved April 29. 2016, and revalidated May 29, 2018. ORDINANCE: INTRODUCTION: **FINAL ADOPTION:** STAFF RECOMMENDATION: Adopt Resolution authorizing the Mayor to execute PSA No. N010 Rev. 1 with Caltrans for the Citywide SRTS Pedestrian Enhancements Project to allow for reimbursement of up to \$350,000 in ATP grant funds. **BOARD / COMMISSION RECOMMENDATION:** N/A ATTACHMENTS: 1. Explanation

2. Program Supplement Agreement

3. Resolution

150 of 413

Explanation

On September 27, 2014, the California Department of Transportation (Caltrans) awarded a \$350,000 Federal Active Transportation Program (ATP) grant for the National City SRTS Ped Enhancements Project (Project).

On October 6, 2015, City Council adopted Resolution No. 2015-148 authorizing 1) the Mayor to execute Program Supplement Agreement Number N010 with Caltrans to allow for reimbursement of up to \$50,000 in eligible project expenditures, and 2) the appropriation of \$50,000 for the project. The remaining \$300,000 would be eligible for reimbursement once the State authorized the City to proceed.

The State has allocated the remaining \$300,000 (\$225,000 for the Plans, Specifications, and Estimate (PS&E) phase, and \$75,000 for the Right-of-Way (R/W) phase) for the Project. On June 15, 2018, Caltrans issued an Authorization to Proceed to the City for the PS&E and R/W phase, establishing the date for eligible reimbursement. There is no local match requirement.

On July 17, 2018, City Council adopted Resolution No. 2018-125 authorizing 1) the acceptance of Federal ATP grant funds in the amount of \$300,000, and 2) the establishment of a SRTS Fund Appropriation in the amount of \$300,000 and a corresponding revenue budget for the National City SRTS Pedestrian Enhancements Project.

The potential improvements will be based on barriers identified during a series of comprehensive Walk Audits as part of the City's SMART Foundation Plan. Pedestrian barriers identified during the walk audit include: lifted sidewalks, utility, poles within sidewalks/pedestrian curb ramps, substandard pedestrian curb ramps, and a lack of crosswalks, pedestrian ramps, signage and signals. The project will address these barriers by providing the following enhancements: high visibility crosswalks, ADA accessible ramps with truncated domes, pedestrian crosswalk signs and sidewalk enhancements at key locations.

City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. N010 Rev. 1 to Administering Agency-State Master Agreement No. 11-5066R is required to allow for reimbursement of eligible project expenditures through the Federal ATP grant.

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance 1120 N STREET P.O. BOX 942874, MS# 1 Sacramento, CA 94274-0001 TTY 711



July 20, 2018

File: 11-SD-0-NATC
ATPL-5066(025)
National City at various locations.

Mr. Kuna Muthusamy Assistant Director of Engineering/Public Works City of National City 1243 National City Boulevard National City, CA 91950

Dear Mr. Muthusamy:

Enclosed are two originals of the Program Supplement Agreement No. 010-N1 to Administering Agency-State Agreement No. 11-5066R and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely.

JOHN HOOLE, Chief

Office of Project Implementation - South

Division of Local Assistance

Enclosure

c: DLA AE Project Files (11) DLAE - Bing Luu EVIC PM 1:52 JULZ3'18 CITY OF NATIONAL CITY

DEPARTMENT OF TRANSPORTATION DIVISION OF ACCOUNTING LOCAL PROGRAM ACCOUNTING BRANCH

City of National City Attention:

07/17/2018 11-SD-0-NATC

FINANCE LETTER

EA No:

ATPL-5066(025) 1115000089 02/01/2020 D_CO_RT: 1 Project No: A Adv Project Id: 1 Agreement End Date:

LOCAL	\$6.00	\$0.00	\$0.00	22.24
FEDERAL Z302	\$0.00	\$225,000.00	\$75,000,00	-
FEDERAL M3E2	\$50,000.00	00.08	\$0.00	
FED. REIMB %	100.00%	100.00%	100.00%	
FEDERAL PART. COST	\$50,000.00	\$225,000.00	\$75,000.00	CT GEORGE CONTROL CONTROL
TOTAL COST OF 19 WORK	\$50,000.00	\$225,000.00	\$75,000.00	
PRO RATA OR LUMP SUM	Lump Sum	Lump Sum	Lump Sum	
FINANCE ITEMS	Agency Preliminary Engineering - PA/ED	Plans, Specifications & Estimates	R/W Engineering & Administration Costs	2522

Signature:

Participation Ratio: 100.00%

Title: HQ Sr Area Engineer

For questions regarding finance letter, contact:

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Printed Name: Nahed Abdin

Telephone No: 916-653-7928

Remarks: RFA for PS&E (\$225,000) and for R/W (\$75,000)

TC is used in lieu of local match. NAA

				ACCON	INTING II	ACCOUNTING INFORMATION	ATPI	(TPL-5066(025)	Cooperative Work Agreemen	rk Agreement
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
1115000089	14108F	2030720100	ш	\$50,000.00	1314	\$44,485.00	\$5,515.00	06/30/19		
1115000089	15108F	2030720100	L	\$300,000.00	1415	\$0.00	\$300,000.00	06/30/20		

PROGRAM SUPPLEMENT NO. N010 Rev. 1 Adv Project ID Date: July 16, 2018 1115000089 Location: 11-SD-0-NATC ADMINISTERING AGENCY-STATE AGREEMENT Project Number: ATPL-5066(025) FOR FEDERAL-AID PROJECTS NO 11-5066R E.A. Number: Locode: 5066 This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/02/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached). The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages. PROJECT LOCATION: National City at various locations. TYPE OF WORK: National City SRTS Ped Enhancements LENGTH: 0.0(MILES) **Estimated Cost** Matching Funds **Federal Funds** LOCAL M3E2 **OTHER** \$50,000.00 Z302 \$300,000.00 \$350,000.00 \$0.00 \$0.00 STATE OF CALIFORNIA CITY OF NATIONAL CITY **Department of Transportation** By RON MORRISON MAYOR Chief, Office of Project Implementation Title Division of Local Assistance SEPTEMBER 4, 2018 Date Attest MICHAEL DALLA, CITY CLERK Date -I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance;

Chapter Statutes Item Year Program BC Category Fund Source AMOUNT

Accounting Officer

\$350,000.00

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION PROGRAM SUPPLEMENT AND CERTIFICATION FORM

STATE CONTROLLER'S OFFICE

PSCF (REV. 01/2010)

Claims Audits

Page 1 of 1

PROJECT NUMBER:

1115000089

	C" Street, Rm 4 nento, CA 9581			REQUISITION NUMBER / CT - 2660 - 1150660		
FROM:				C - 2000 - 150000	TUN	
Depa	rtment of Tr	ansportation				
SUBJECT:						
VENDOR / LOC	mbrance Do	cument				
	OF NATION	AL CITY	·			
<u> </u>	OF NATION	AL CITT				
\$350,	000.00	•				
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Local	Assistance					,
CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
20	2013	2660-108-0890	2013-2014	20.30.720.100	2620 / 0000	\$50,000.00
25	2014	2660-108-0890	2014-2015	20.30.720.100	2620 / 0000	\$300,000.00
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		<u></u>	T07*	LACHTERAT	CUDIT	*
			1014	L CONTRACT AM	UUNI	\$350,000.00

DATE PREPARED:

7/16/2018

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

- 1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

- G. As a condition for receiving federal-aid highway funds for PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.
- H. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

- I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.
- J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.
- K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.
- L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.
- M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.
- N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

- O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.
- A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and

subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

- G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
- H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.
- I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.
- J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.
- K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY. ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and

maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

- M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.
- N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
- O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.
- P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. N010 REV. 1 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE REIMBURSEMENT OF UP TO \$350,000 IN ELIGIBLE PROJECT EXPENDITURES FOR THE CITYWIDE SAFE ROUTES TO SCHOOL PEDESTRIAN ENHANCEMENTS PROJECT THROUGH THE FEDERAL ACTIVE TRANSPORTATION PROGRAM

WHEREAS, on September 27, 2014, the California Department of Transportation (Caltrans) awarded a \$350,000 Federal Active Transportation Program (ATP) grant for the Citywide Safe Routes to School Pedestrian Enhancements Project (the "Project").

WHEREAS, on October 6, 2015, City Council adopted Resolution No. 2015-148 authorizing the Mayor to execute Program Supplement Agreement Number N010 with Caltrans to allow for reimbursement of up to \$50,000 in eligible project expenditures, and appropriating \$50,000 for the Project, with the remaining \$300,000 eligible for reimbursement once the State authorized the City to proceed; and

WHEREAS, the State has allocated the remaining \$300,000 for the Project (\$225,000 for the Plans, Specifications, and Estimate (PS&E) phase, and \$75,000 for the Right-of-Way (R/W) phase), and on June 15, 2018, Caltrans issued an Authorization to Proceed to the City for the PS&E and R/W phases; and

WHEREAS, City Council adopted Resolution No. 2018-125 on July 17, 2018, authorizing the acceptance of Federal ATP grant funds in the amount of \$300,000, and the establishment of a Safe Routes to School ("SRTS") Fund Appropriation in the amount of \$300,000 and a corresponding revenue budget for the National City SRTS Pedestrian Enhancements Project; and

WHEREAS, a City Council resolution authorizing the Mayor to execute Program Supplement Agreement No. N010 Rev. 1 to Administering Agency-State Master Agreement No. 11-5066R is required for reimbursement of eligible project expenditures through the Federal ATP grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute Program Supplement Agreement No. N010 Rev. 1 with the State of California Department of Transportation (Caltrans) for the reimbursement of up to \$350,000 in eligible project expenditures for the Citywide Safe Routes to School Pedestrian Enhancements Project through the Federal Active Transportation Program. Said Agreement is on file in the office of the City Clerk.

[Signature Page to Follow]

PASSED and ADOPTED this 4th day of September, 2018.

	Ron Morrison, Mayor
ATTEST:	
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of time-restricted "No Parking Street Sweeping" signs "Tuesday, 9:00 AM to 10:00 AM," with the exception of City holidays on 2400-2500 block of "I" Avenue (TSC 2018-17). (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA **COUNCIL AGENDA STATEMENT**

MEETING DATE: AGENDA ITEM NO. September 4, 2018 ITEM TITLE: Resolution of the City Council of the City of National City authorizing the installation of time-restricted "No Parking Street Sweeping" signs "Tuesday, 9:00 AM to 10:00 AM," with the exception of City holidays on 2400-2500 block of "I" Avenue (TSC 2018-17) **DEPARTMENT:** Engineering/Public Works PREPARED BY: Luca Zappiello, Junior Engineer - Civil APPROVED BY: PHONE: 619-336-4360 **EXPLANATION:** See attached.

IIV	A	N	C	A	_ >	1 /	A	VI	V	

APPROVED: Finance

ACCOUNT NO.

APPROVED:

MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION:

FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of time-restricted "No Parking Street Sweeping" signs "Tuesday, 9:00 AM to 10:00 AM," with the exception of City holidays on 2400-2500 block of "I" Avenue

BOARD / COMMISSION RECOMMENDATION:

At their meeting on July 11, 2018, the Traffic Safety Committee unanimously approved the staff recommendation to install time-restricted "No Parking Street Sweeping" signs "Tuesday, 9:00 AM to 10:00 AM," with the exception of City holidays on 2400-2500 block of "I" Avenue.

ATTACHMENTS:

- 1. Explanation w/ Exhibit
- 2. Staff Report to the Traffic Safety Committee on July 11, 2018 (TSC No. 2018-17)
- 3. Resolution

EXPLANATION

Mr. Richard Hodge, resident of 2440 "I" Avenue, has requested the installation of time-restricted "No Parking Street Sweeping" signs on 2400-2500 block of "I" Avenue to improve access for scheduled weekly street sweeping services.

The installation of "No Parking Street Sweeping" signs would improve weekly street sweeping services by allowing the sweeper to clear debris along the curbline. Since the posting of "No Parking Street Sweeping" signs would result in one-hour parking prohibition one day a week, the applicant is required to circulate a petition to the residences located on both sides of 2400-2500 block of "I" Avenue. The petition must be signed by at least 60 percent of the property owners in support of the signage.

Mr. Hodge submitted the petition to the Engineering & Public Works Department. The petition included signatures of 72 percent the property owners in support of the installation of "No Parking Street Sweeping" signs, which exceeds the minimum requirement of 60 percent. Therefore, staff recommends installation of the "No Parking Street Sweeping" signs.

Engineering staff consulted with the Public Works Streets Division and confirmed that street sweeping is scheduled for this area every Tuesday between the hours of 9:00 AM and 10:00 AM, with the exception of City holidays.

This item was presented to the Traffic Safety Committee on July 11, 2018. Mr. Richard Hodge was present and spoke in support of the item.

The Traffic Safety Committee unanimously approved the staff recommendation to install time-restricted No Parking Street Sweeping" signs (R30B), "Tuesday, 9:00 AM to 10:00 AM," with the exception of City holidays on 2400-2500 block of "I" Avenue.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Proposed Enhancements (TSC Item: 2018-17)



NATIONAL CITY TRAFFIC SAFETY COMMITTEE AGENDA REPORT FOR JULY 11, 2018

ITEM NO. 2018-17

ITEM TITLE:

REQUEST TO INSTALL TIME-RESTRICTED "NO PARKING

STREET SWEEPING" SIGNS ON 2400-2500 BLOCK OF "I"

AVENUE

PREPARED BY:

Luca Zappiello, Junior Engineer - Civil

Engineering & Public Works Department

DISCUSSION:

Mr. Richard Hodge, resident of 2440 "I" Avenue, has requested the installation of timerestricted "No Parking Street Sweeping" signs on 2400-2500 block of "I" Avenue to improve access for scheduled weekly street sweeping services.

The installation of "No Parking Street Sweeping" signs would improve weekly street sweeping services by allowing the sweeper to clear debris along the curbline. Since the posting of "No Parking Street Sweeping" signs would result in one-hour parking prohibition one day a week, the applicant is required to circulate a petition to the residences located on both sides of 2400-2500 block of "I" Avenue. The petition must be signed by at least 60 percent of the property owners in support of the signage.

Mr. Hodge submitted the petition to the Engineering & Public Works Department. The petition included signatures of 72 percent the property owners in support of the installation of "No Parking Street Sweeping" signs, which exceeds the minimum requirement of 60 percent. Therefore, staff recommends installation of the "No Parking Street Sweeping" signs.

Engineering staff consulted with the Public Works Streets Division and confirmed that street sweeping is scheduled for this area every Tuesday between the hours of 9:00 AM and 10:00 AM, with the exception of City holidays.

STAFF RECOMMENDATION:

Staff recommends the installation of time-restricted "No Parking Street Sweeping" signs (R30B), "Tuesday, 9:00 AM to 10:00 AM," on 2400-2500 block of "I" Avenue.

EXHIBITS:

- 1. Public Request
- 2. Petition
- 3. Public Notice
- 4. Location Map
- 5. Photos

2018-17

Luca Zappiello

From:

RICHARD HODGE <.

Sent:

Wednesday, April 11, 2018 5:04 PM

To:

Luca Zappiello

Subject: Attachments: Request for "NO PARKING" Street Sweeping Sign Request for NO PARKING Street Sweeping.pdf

Hi Luca,

Thank you for taking the time to talk to me today. Here's a copy of the Request for "NO PARKING" Street Sweeping Signs. I'm sorry that you didn't get the copy that I dropped off in July of last year. The property at 2531 I Ave. is a rental and 911 E. 26th St. the owner is always in the Philippines. Please email me back so I know that you received my email. If you have any questions please call.

Thank you,

Richard Hodge

2440 I Ave

REQUEST FOR "NO PARKING" STREET SWEEPING SIGNS

PETTIKEN TO REQUEST "NO PARKING" STREET SWEETING SIGHS ON 2400-2600 BLOCK OF "I" AVENUE

NAME (PRINT)	SIGNATURE	DATE	STREET ADDRESS	
Richard Hodge	T .	4/12/17	2440 Avenue	
Deborah Hodge	And the second of the second o	4/12/17	: 2440 Avenue	\$
Richard Flodge		4/12/17	:2416 i Avenue	
Deborah Hodge	2	4/12/17	[,] 2418 Avenue	**
John McDonnell		4.13-17	2415 T Avenue	
John McDonnell	And the state of t	4-13-17	· 2426 l Avenue	4
Beringer 19		4-15-17	2503 I Avenue	ğ L
phonomic Cuttineda		4-15-17	· 2503 1 Avenue	2.
	The second secon	S processing to the contract of the contract o	- 2631 Avenue	Þα
	THE COLUMN TO THE PROPERTY OF	Complete March Land Company of the C	2531 I Avenue	•
	and the same of th		911 E. 26th Street	per Cl
	-		911 E. 26th Street	
Accileran Hodge	abolitics	4/11/18	EMPTY LOT BETWE	
		The second state of the second	2440 MD 2416 I A	NAME OF TAXABLE PARTY.
	Active Market		de la constant de la	***
	**************************************		de la constantina del constantina de la constantina de la constantina del constantina de la constantin	
	Marie and the second se	o stancing will place in the second s		
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	•		And the second s	
		#*************************************		
	Y			,



July 3, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-17

REQUEST TO INSTALL TIME-RESTRICTED "NO PARKING STREET SWEEPING" SIGNS ON 2400-2500 BLOCK OF "I" AVENUE

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday**, **July 11**, **2018**, **at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliance. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-17.

Sincerely,

Stephen Manganiello

Hydra Z. Marganiello

City Engineer

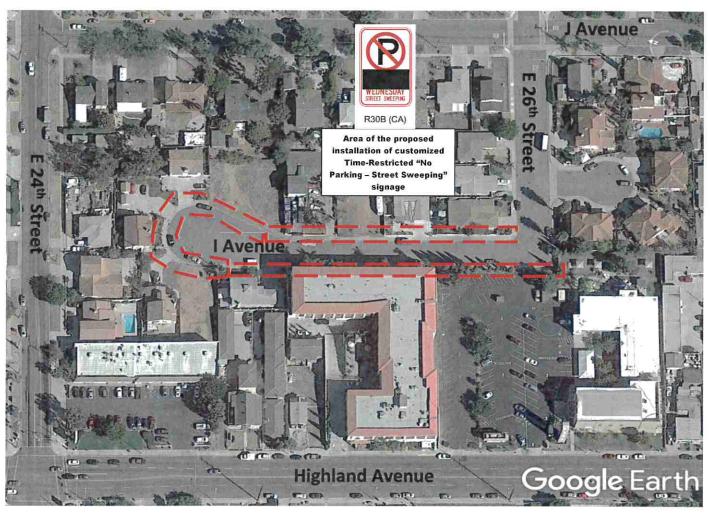
SM:Iz

Enclosure: Location Map

2018-17

1234 National City Boulevard, National City, CA 91950-6530 (619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov

Location Map with Proposed Enhancements (TSC Item: 2018-17)





Location of proposed Time-Restricted "No Parking-Street Sweeping" signs on 2400-2500 "I" Avenue (looking north)



Location of proposed Time-Restricted "No Parking-Street Sweeping" signs on 2400-2500 "I" Avenue (looking south)



Location of proposed Time-Restricted "No Parking-Street Sweeping" signs on 2400-2500 "I" Avenue (looking south)



Location of proposed Time-Restricted "No Parking-Street Sweeping" signs on 2400-2500 "I" Avenue (looking north)

RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF TIME-RESTRICTED "NO PARKING STREET SWEEPING" SIGNS "TUESDAY, 9:00 AM TO 10:00 AM," WITH THE EXCEPTION OF CITY HOLIDAYS ON THE 2400-2500 BLOCK OF "I" AVENUE

WHEREAS, a resident of 2440 "I" Avenue, has requested the installation of time-restricted "No Parking Street Sweeping" signs on 2400-2500 block of "I" Avenue to improve access for scheduled weekly street sweeping services thereby allowing the sweeper to clear debris along the curbline; and

WHEREAS, since the posting of "No Parking Street Sweeping" signs would result in one-hour parking prohibition one day a week, the applicant was required to circulate a petition to the residences located on both sides of 2400-2500 block of "I" Avenue, and must be signed by at least 60 percent of the property owners in support of the signage; and

WHEREAS, the petition was submitted to the Engineering and Public Works Department and included signatures of 72 percent the property owners in support of the installation of "No Parking Street Sweeping" signs, therefore, staff recommends installation of the "No Parking Street Sweeping" signs; and

WHEREAS, at its meeting on July 11, 2018, the Traffic Safety Committee unanimously approved the staff recommendation to install time-restricted "No Parking Street Sweeping" signs, "Tuesday, 9:00 AM to 10:00 AM," with the exception of City holidays on 2400-2500 block of "I" Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the installation of time-restricted "No Parking Street Sweeping" signs, "Tuesday, 9:00 AM to 10:00 AM," with the exception of City holidays on 2400-2500 block of "I" Avenue to improve weekly street sweeping services by allowing the sweeper to clear debris along the curbline.

PASSED and ADOPTED this 4th day of September, 2018.

ATTEST:	Ron Morrison, Mayor	
Michael R. Dalla, City Clerk		
APPROVED AS TO FORM:		
Angil P. Morris-Jones City Attorney		

The following page(s) contain the backup material for Agenda Item: <u>Temporary Use Permit – St. Mary's Annual Fall Festival hosted by St. Mary's Catholic Church on Sunday, October 7, 2018 at the parish grounds located between E. 8th Street and "E" Avenue from 7 a.m. to 7 p.m. with no waiver of fees. (Neighborhood Services) Please scroll down to view the backup material.</u>

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

	OODINGIL A	CENDASTATEMENT	
MEETING DATE:	September 4, 2018		AGENDA ITEM NO.
ITEM TITLE:			
Sunday, October		l Fall Festival hosted by St. Inds located between E. 8 th S	
PREPARED BY:	ionisia Treio	DEPARTMENT: Meigh	borhood Services Departmen
PHONE: (619) 336		APPROVED BY:	Demodd Services Departmen
EXPLANATION:	1200		
October 7, 2018 at features approxima crafts, and game b	their parish east parking lot ately 20 assorted booths, inc	nduct the St. Mary's Annual Fa located between E. 8 th Street cluding food booths, religious b pies will be set up for dining an	and "E" Avenue. This event booths, sewing club arts &
No street closures	will be required for this ever	nt.	
Note: This event w	as approved by Council in 2	016 and 2017 with no waiver o	of fees.
FINANCIAL STATE	MENT:	APPROVED:	Finance
ACCOUNT NO.		APPROVED:	MIS
City fee of \$237.00 Department Inspec Total fees: \$437.00 ENVIRONMENTAL N/A	ction fees. O.	ough various City departments	and \$200.00 for the Fire
ORDINANCE: INT	RODUCTION: FINAL	ADOPTION:	
approval with no w	cation for a Temporary Use F	Permit subject to compliance we to City Council Policy 802.	vith all conditions of

Application for a Temporary Use Permit with recommended conditions of approval.

ATTACHMENTS:

177 of 413



City of National City ■ Neighborhood Services Department 1243 National City Boulevard ■ National City, CA 91950 (619) 336-4364 ■ fax (619) 336-4217 www.nationalcityca.gov

Special Event Application

Type of Event	
Fair/Festival	☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☐ TUP	Sporting Event Other (specify)
Event Name & L	ocation
Event Title ST. N	MARY'S ANNUAL FALL FESTIVAL
Event Location (list	all sites being requested) Church Parking Lots
Event Times	
Set-Up Starts	Time 9:00 AM Day of Week FRIDAY
Section 20 Temps and part of the Committee of the Committ	AUG 07 2018
Event Starts Date 10 10 7/18	Time 7:00 AM Day of Week SUNDAY Neighborhood Services Department
Event Ends Date <u>10/07/19</u>	
Breakdown Ends Date <u>ID / D8 / I8</u>	Time 12:00 PM Day of Week MONDAY
Applicant Inform	nation
Applicant (Your nam	REV. NEMESID SUNGCAD Sponsoring Organization ST. MARY'S PARISH
Event Coordinator (i	f different from applicant) MARK JOHN VILLAS
Mailing Address <u>4</u>	26 E. 7th Street, National City, CA 91950
Day Phone <u>619-47</u>	74-1501 After Hours Phone 619-732-6275 CellFax 619-474-1502
Public Information P	hone 619-474-1501 E-mail smnc. festival @ gmail.com
from and against any (including attorney's femay incur, sustain or leading in the codily injury to or deany incitees of each party City premises under the	vestigate, defend, indemnify and hold harmless the City, its officers, employees and agents and all loss, damage, liability, claims, demands, detriments, costs, charges, expense ses) and causes of action of any character which the City, its officers, employees and agents be subjected to on account of loss or damage to property or the loss of use thereof and for the of any persons (including but not limited to the employees, subcontractors, agents and hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any is agreement to the extent permitted by law.
City's Finance Departn	this TUP/special event may implicate fees for City services, which will have to be paid in the nent 48 hours prior to the event set-up. The undersigned also understands and accepts the application processing and facility use and that fees and charges are adjusted annually and
Signature of Applicar	nt: W Date 8/6/18

Please complete the following sections with as mu based on the information you provide us	tinued) ch detail as possible since fees	and requirements are
Fees/Proceeds/Reporting		•
Is your organization a "Tax Exempt, nonprofit"	organization? Yes Mo	
Are admission, entry, vendor or participant fee	s required? Yes No 🔽	
If YES, please explain the purpose and provide an	nount (s):	
\$Estimated Gross Receipts including event.	g ticket, product and sponsor	ship sales from this
\$Estimated Expenses for this event.		•
\$What is the projected amount of revas a result of this event?	enue that the Nonprofit Organ	nization will receive
Description of Event		
☐ First time event ☑ Returning Event ☑	/. include site map with applical	ion
Note that this description may be published in our of St. Mary's hosts their Annual	Fall Festival, with	various food,
games, and entertainment.	Main feature of th	e event is
games, and entertainment. our Grand Raffle, with the	chance of winning	\$2500.
	· ,	
Estimated Attendance	•	
Anticipated # of Participants: 200	Anticipated # of Spectators:	1000

List any streets requi	iring closure as a result of the event (provide map):	
Date and time of stre	eet closure: Date and time of street reopening:	<u> </u>
Other (explain)		<u>. </u>
Requesting to post	"no parking" notices? Yes ☐ No 種	
Requested "No Pa	arking" on city streets and/or parking lots (list streets/parking lots) (provide map):	
Other (explain)		
		
Security and Cro	wd Control	
		-
,	imber of participants, your event may require Police services.	
Please describe your	procedures for both Crowd Control and Internal Security: Parking lots with gates; booths are positioned with proper fire depter threather contain crowd control	_ spacivi
Please describe your are secured w Perimeters will	procedures for both Crowd Control and Internal Security: Parking lots with gates; booths are posturned with proper fire dept	_ _paciv
Please describe your are secured w Perimeters will	procedures for both Crowd Control and Internal Security: Parking lots with gates; booths are posthoned with proper fire dept efficiently contain crowd control	_ _gpacivi _
Please describe your are secured will Perimeters will have you hired Profe	procedures for both Crowd Control and Internal Security: Parking lots with gates; booths are positioned with proper fire dept efficiently contain crowd control essional Security to handle security arrangements for this event? If YES, name and address of Security Organization	_
Please describe your OKL SECUTED W Perimeters Will Have you hired Profe Yes No Security Director (Nat If using the services of provide a copy of its	procedures for both Crowd Control and Internal Security: Parking lots with gates; booths are positioned with proper fire dept efficiently contain crowd control essional Security to handle security arrangements for this event? If YES, name and address of Security Organization Phone: Phone: professional security firm AND the event will occur on City property please insurance certificate, evidencing liability with limits of at least \$14Million dollars pe	
Please describe your OKL SECURED W Perimeters Will Have you hired Profe Yes No Y Security Director (Nat If using the services of provide a copy of its is occurance) \$2 Million of National City, its of be provided by the ve	procedures for both Crowd Control and Internal Security: Parking lots with gates; booths are positioned with proper fire dept efficiently contain crowd control essional Security to handle security arrangements for this event? If YES, name and address of Security Organization Phone: Phone: professional security firm AND the event will occur on City property please.	

FIISLAIG			
Depending on the number	of participants, your ever	nt may require specific Fir	st Aid services.
First aid station to be staffe	ed by event staff? Yes ⊠	No ☐ First aid/CPR ce	rtified? Yes ☑ No ☐
☐ First aid station to be sta	affed by professional con	npany. ► Company	
Accessibility			
Please describe your Acce Grounds are level available. Wh			
available. Wh	eelchair access	ible at all enti	rances of lot
Elements of your Ever			
Requesting City's PA sy	/stem		
Requesting City Stage;	if yes, which size?	Dimensions (13x28)	Dimensions (20x28)
Applicant providing own	stage > 20' x 20'	xlb (Dimensions)	•
Setting up canopies or te	nts?		
# of canopies	$_{\rm size}$ $10'$ X10 $'$		
# of tents			
☐ No canopies/tents being	set up		
Setting up tables and cha	irs?		
Furnished by Applicant of	or Contractor		
	☐ No tables being:	set up	
300_ # of chairs	. No chairs being	set up	
☐ (For City Use Only) Spor	nsored Events – Does no	t apply to co-sponsored e	events
# of tables	☐ No tables being	set up	
# of chairs	☐ No chairs being	set up	
Contractor Name	·		
Contractor Contact Informat			
	Address	City/State	Phone Number

Setting up other equipment?	
Sporting Equipment (explain)	
Other (explain)	
☐ Not setting up any equipment listed above at event	
Having amplified sound and/or music? Yes ☑ No □	
PA System for announcements CD player or DJ music	
☑ Live Music ► ☑ Small 4-5 piece live band ► ☐ Large 6+ piece live band	
Other (explain)	
If using live music or a DJ. ► Contractor Name	
Address City/State Phone Number	
Using lighting equipment at your event? Yes ☐ No ☑	
☐ Bringing in own lighting equipment	
☐ Using professional lighting company ➤ Company Name	
Company Name	
Address City/State Phone Number	
Using electrical power? Yes ☑ No ☐	
☑ Using on-site electricity ☑ For sound and/or lighting ☑ For food and/or refrigeration	
☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration	
Vendor Information	
PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages	
are sold of given away during your special event. Also see Permits and Compliance on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit.	
please contact the County of San Diego Environmental Health at (619) 338-2363.	
Having food and non-alcoholic beverages at your event? Yes ☑ No ☐	
☐ Vendors preparing food on-site ► # ► Business License #	
If yes, please describe how food will be served and/or prepared:	
If you intend to cook food in the event area please specify the method:	
GAS ELECTRIC CHARCOAL OTHER (Specify):	
☐ Vendors bringing pre-packaged food ► # ► Business License #	
☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► #	
☐ Vendors selling food # ▶ Business License #(s)	
☐ Vendors selling merchandise # ► Business License #(s)	

Food/beverages to be handled by organization; no outside vendors
☐ Vendors selling services # ► Business License #(s)
► Explain services
☐ Vendors passing out information only (no business license needed) #
Explain type(s) of information
No selling or informational vendors at event
Having children activities? Yes No
PLEASE NOTE: In the event inflatable jumps are provided at the event. The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate? In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.
☐ Inflatable bouncer house # ☐ Rock climbing wall Height
☐ Inflatable bouncer slide # ☐ Arts & crafts (i.e., craft making, face painting, etc.)
Inflatable bouncer slide # Arts & crafts (i.e., craft making, face painting, etc.) Other Other Other
Having fireworks or aerial display? Yes \(\) No \(\)
Having fireworks or aerial display? Yes ☐ No ☑ Uendor name and license #
Having fireworks or aerial display? Yes \(\text{No } \text{V} \)
Having fireworks or aerial display? Yes No Vendor name and license #
Having fireworks or aerial display? Yes No Vendor name and license #
Having fireworks or aerial display? Yes No Vendor name and license #

Event Signage

PLEASE NOTE For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee. Schedule for additional information.

	Are you planning to have signage at your event? Yes 🗌 No 🗹
	☐ Yes, we will post signage # Dimensions
	☐ Yes, having inflatable signage # ► (complete Inflatable Signage Request form)
	☐ Yes, we will have banners #
	☐ What will signs/banners say?
	How will signs/banners be anchored or mounted?
	Waste Management
; .	PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.
	Are you planning to provide portable restrooms at the event? Yes \(\Boxed{\text{No }}\)
	If yes, please identify the following:
	► Total number of portable toilets:
	► Total number of ADA accessible portable toilets:
	☐ Contracting with portable toilet vendor. ▶
	Company Phone ► Load-in Day & Time Load-out Day & Time
	☐ Portable toilets to be serviced. ► Time
•	Set-up, Breakdown, Clean-up
	Setting up the day before the event?
	✓ Yes, will set up the day before the event. ► # of set-up day(s)
	☐ No, set-up will occur on the event day
	Requesting vehicle access onto the turf?
	Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)
	No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence
City to install litter fence
☐ Applicant to install litter fence
□ N/A
Breaking down set-up the day after the event?
✓ Yes, breakdown will be the day after the event. ➤ # of breakdown day(s)
☐ No, breakdown will occur on the event day.
How are you handling clean-up?
☐ Using City crews
Using volunteer clean-up crew during and after event.
☐ Using professional cleaning company during and after event.
Miscellaneous
Please list anything important about your event not already asked on this application:

Please make a copy of this application for your records.

We do not provide copies.



I. Special Event Information

Special Events

Pre-Event Storm Water Compliance Checklist

Name of Special Event: ST. MARY'S ANNUAL FALL FESTIVAL
Event Address: 426 E. 7th St. Nati City, 9950 Expected # of Attendees: 1000
Event Host/Coordinator: Rev. Nervesio Swig Cad / Marks John Phone Number: 619-474-1501

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event?			
Provide number of trash bins: $\frac{10-12}{12}$	✓	,	
Will enough recycling bins provided for the event?			
Provide number of recycle bins: 5	V		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	,		/
Do all storm drains have screens to temporarily protect trash and debris from entering?	_		V
Are spill cleanup kits readily available at designated spots?			

^{*} A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION **AGREEMENT**

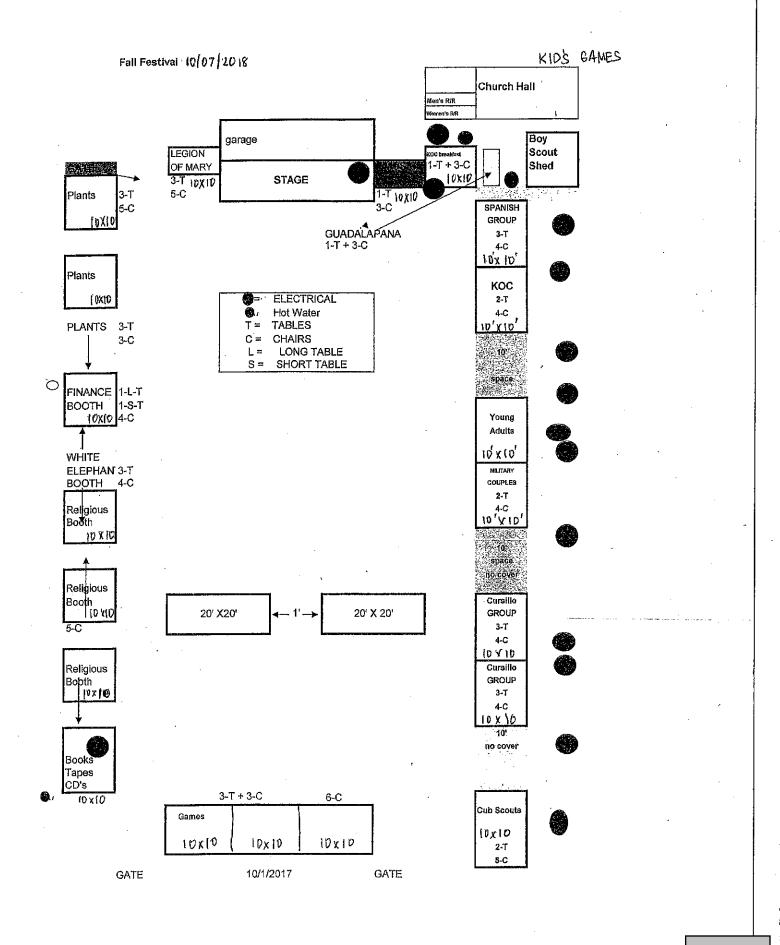
Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City Risk Management Department

For Office Use Only

Certificate of Insurance Approved

1243 National City Boulevard National City, CA 91950		
Organization: ST. MARY'S CATHOLIC CHURCH		
Person in Charge of Activity: REV. NEMESID SUNGCAD / MARK VILLAS		
Address: 426 E. 7th St. National City, CA 92114		
Telephone: 619-474-1501 Date(s) of Use: October 7, 2018		
HOLD HARMLESS AGREEMENT		
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors. Signature of Applicant: Official Title: Full Festival Charman Date: 8-7-18		





ST. MARY'S CHURCH

426 E. 7th Street

National City, California 91950

Office: 619.474.1501 Fax: 619.474.1502

June 12, 2018

To Whom It May Concern

This is to certify that St. Mary Catholic Church is exempt from federal income tax under the provisions of Section 501(c)(3) of the Internal Revenue Code. All organizations formed under the control of St. Mary Catholic Church are included under that exemption. The Hispanic Community of St. Mary Catholic Church is one of the organizations formed under the control of St. Mary Catholic Church. The tax exempt number of St. Mary Catholic Church is 27-3964949.

Trusting that the above information will satisfy your requirement for the Hispanic Community of St. Mary Catholic Church to operate under the exemption status of St. Mary Catholic Church.

Should you need further information, please call us at (619) 474-1501.

St. Mary Catholic Church

Rev. Nemesio Sungcad

Pastor

Internal Revenue Service

Department of the Treasury

P. O. Box 2505 Cincinnes, OH 45201

Date: May 20, 2002

Roman Catholic Bishop of San Diego F.O. Box 55728 San Diego, CA 92186-5728 Person to Contact:
Tonya Marlin 31-07387
Customer Service Representative
Toll Free Telephone Number:
\$802.m. to \$30 p.m. \$87
877-829-5500
Fax Number:
518-269-8756
Federal Identification Number:

95-1644613 Group Exemption Number: 0928

Dear Sk or Madam:

We have received your telephone call regarding your organization's tederal tax exempt status.

Our records indicate your organization is exempt under section 501(a)(3) of the Internal Revenue Code, and it is not a private foundation, within the meaning of 509(a) of the Code, because your organization is described in sections 509(a)(1) and 170(b)(1)(A)(i). Your organization is included in the group ruling issued to the United States Conference of Catholic Bishops. The United States Conference of Catholic Bishops is listed in Publication 78. Denote may deduct contributions to your organization under section 170 of the code.

As your organization is included in a group ruling, there is not an individual exemption letter for it. The group exemption letter applies to all of the subordinate organizations on whose behalf the United States Conference of Catholic Bishops has applied for recognition of exemption. If you want a copy of the group exemption letter, please contact your central organization.

If you have any questions, please call us at the telephone number shown in the heading of this leafer.

Sincerely,

John E. Rioketta, Director, TE/GE Customer Account Services THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

14224

CITY OF NATIONAL CITY

BUSINESS LICENSE CERTIFICATE

PURSUANT TO CITY ORDINANCE THIS LICENSE IS HEREBY GRANTED FOR THE TERM & PURPOSE STATED

BUS DESCRIPTION

BUSINESS ADDRESS 411 E 8TH ST

Date of Expiration: 12/31/2018

NATIONALGITY

BUSINESS NAME

SAINT MARY'S CHURCH

ATTN:

MAILING

426 E 7TH ST

ADDRESS

NATIONAL CITY, CA 91950-2322

City Manager

NON TRANSFERABLE

POST IN A CONSPICUOUS PLACE

191 of 413

CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT RECOMMENDATIONS AND CONDITIONS

SPONSORING ORGANIZATION: St. Mary's Parish

EVENT: St. Mary's Annual Fall Festival

DATE OF EVENT: October 7, 2018

APPROVALS:			
DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	[] ON	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Building

No comments

Planning

Compliance with Table III of Title 12 (Noise). All speakers shall face away from residential areas.

Engineering

No comments

POLICE DEPARTMENT

The police department does not have any stipulations for this event. Officers will provide extra patrol as possible.

CITY ATTORNEY

Approved on condition that Risk Manager approves.

COMMUNITY SERVICES

No involvement

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580

No involvement

FINANCE

St. Mary's Parish has a current business license.

All persons preparing and serving food to the Public will need permits from the Health Department ("Food Handlers Card").

FIRE (619) 336-4550

\$200.00 INSPECTION REQUIRED TOTAL FEES \$200.00

ALL TENTS SHALL FOLLOW REQUIRED CLEARANCES MANDATED BY THE NATIONAL CITY FIRE DEPARTMENT

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the church to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 2) Fire Hydrants shall not be blocked or obstructed.
- 3) Fire Department access into and through the festival areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 7) All cooking booths or areas to have one 2A:10BC fire extinguisher. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides. All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached example
- 8) Fire extinguishers to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 9) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.
- 10) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.

- 11) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred (\$200.00) dollars. Fee is to be paid directly to the National City Fire Department Administration offices prior to event.
- 12) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 13) First Aid will be provided by organization.
- 14) Does the stage have a covered top? Please provide information and Flame Resistance Certification.
- 15) Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted.
- 16) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. If cooking is to be done, a ten feet separation shall be maintained from cooking appliance and canopies. Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. If canopies maintain a ten feet separation distance from one another, no charge will be assessed

Canopies:

Tents:

NOTE: Booth Canopies can be grouped in multiples of 2, 3, or 4 not to exceed 400 square feet. A separation of ten feet between multiples of 4 booths shall be required. Tarps or other material may not be used to cover tents and canopies so as to join each tent or canopy to one another. Your map is showing two (2) 20'x20' canopies separated by a one (1') separation, this must be a minimum of 10'.

The following page(s) contain the backup material for Agenda Item: Warrant Register #51 for the period of 06/13/18 through 06/19/18 in the amount of \$2,572,034.65. (Finance)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018 **AGENDA ITEM NO.:** ITEM TITLE: Warrant Register #51 for the period of 06/13/18 through 06/19/18 in the amount of \$2.572.034.65. (Finance) PREPARED BY: Karla Apalategui, Accounting Assistant **DEPARTMENT:** Finance APPROVED BY: Wark Raberto **PHONE:** 619-336-4572 **EXPLANATION:** Per Government Section Code 37208, attached are the warrants issued for the period of 06/13/18 through 06/19/18. Consistent with Department of Finance's practice, listed below are all payments above \$50,000. Vendor Check/Wire Explanation Amount Ameresco Inc 335717 629,054.07 Energy Savings – May 2018 Eagle Paving Company Citywide Pedestrian Midblock 335734 97,879.05 Portillo Concrete Inc Sewer Line Replacement Project 335753 178,597.10 City of Chula Vista **Animal Care Center Fees** 335777 112,224.33 Public Emp Ret System 61318 234.130.47 Service Period 5/22/18 – 6/4/18 APPROVED: Mark Rabutto FINANCE FINANCIAL STATEMENT: APPROVED: ACCOUNT NO. MIS Warrant total \$2,572,034.65. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION FINAL ADOPTION STAFF RECOMMENDATION: Ratify warrants totaling \$2,572,034.65 **BOARD / COMMISSION RECOMMENDATION:**

ATTACHMENTS:
Warrant Register #51



WARRANT REGISTER #51 6/19/2018

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ACE UNIFORMS & ACCESSORIES INC	EAR PIECE REPLACEMENT / NSD	335714	6/19/18	21.53
AIR POLLUTION CONTROL DISTRICT	APCD FEES FIRE STA. 34	335715	6/19/18	663.00
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT MARCH / NSD	335716	6/19/18	10,000.00
AMERESCO INC	ENERGY SERVICES -MAY 2018	335717	6/19/18	629,054.07
ASPHALT & CONCRETE ENTERPRISES	ASPHALT REPAIR 28TH ST	335718	6/19/18	22,820.00
AT&T	AT&T SBC PHONE SERVICE APRIL	335719	6/19/18	1,658.59
AT&T	AT&T SBC PHONE SERVICE JUNE	335720	6/19/18	80.23
BSN SPORTS LLC	SOCCER/FLAG FOOTBALL SUMMER ACTIVITIES	335721	6/19/18	1,392.40
CAL UNIFORMS INC	STATION UNIFORM PANTS	335723	6/19/18	4,130.02
CALIFORNIA ASSOCIATION OF CODE	CACEO SEMINAR. SORIANO/ NSD	335724	6/19/18	824.00
CIRCULATE SAN DIEGO	INTRA-CONNET	335725	6/19/18	13,123.38
COUNTY OF SAN DIEGO	1726 WILSON AVE. (LATE FEE) / ENG	335726	6/19/18	50.00
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	335727	6/19/18	9,234.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES FOR FY18	335728	6/19/18	4,201.08
COX COMMUNICATIONS	COX DATA SERVICES - JUNE 2018	335729	6/19/18	400.62
DANIELS TIRE SERVICE	MOP 76986 TIRE SUPPLIES PW	335730	6/19/18	567.82
DATA TICKET INC	DATA TICKET PARKING ENF. / NSD	335731	6/19/18	1,902.07
DAY WIRELESS SYSTEMS	COMMUNICATIONS EQUIPMENT SERVICE	335732	6/19/18	665.75
D-MAX ENGINEERING	STORM WATER SERVICES 17-18	335733	6/19/18	15,612.43
EAGLE PAVING COMPANY INC	CITYWIDE PEDESTRIAN MIDBLOCK	335734	6/19/18	97,879.05
EL CAJON GRADING & ENG	REFUND OF T&A 90237	335735	6/19/18	413.16
FERGUSON ENTERPRISES INC	MOP 45723 PLUMBING SUPPLIES PW	335736	6/19/18	629.18
FITNESS DIRECT	CITY HALL GYM FITNESS EQUIPMENT & PARTS	335737	6/19/18	697.12
GEOSYNTEC CONSULTANTS INC	CNC EMERGENCY RESPONSE	335738	6/19/18	7,836.25
GIL, S	TRAINING REIM ROT / GIL	335739	6/19/18	130.74
GRAPHIC LAB INC	CUSTOM MADE LANYARDS FOR THE AQUATIC ADV	335740	6/19/18	576.46
GUTIERREZ JR, C	TRAINING REIM FIRE INST/CAMILO / PD	335741	6/19/18	168.81
HARRIS & ASSOCIATES INC	PARADISE VALLEY CREEK PROJECT	335742	6/19/18	38,001.50
HUNTER'S NURSERY INC	MOP 45719 LANDSCAPE SUPPLIES PW	335743	6/19/18	274.76
IRON MOUNTAIN	RECORDS MANAGEMENT & DOCUMENT STORAGE	335744	6/19/18	180.00
KONICA MINOLTA	KONICA MINOLTA COPIER EQUIPMENT LEASE	335745	6/19/18	2,996.36
KTUA	INTRA-CONNET	335746	6/19/18	4,271.25
LIEBERT CASSIDY WHITMORE	REVIEW VACANT POSITIONS / HR	335747	6/19/18	301.00
LUCAS, M	EDUCATION REIMBURSEMENT	335748	6/19/18	789.89
METRO FIRE & SAFETY	CITY WIDE ONSITE FIRE EXTINGUISHER	335749	6/19/18	54.51
NV5 INC	CULVERT BARRIER @ HARBISON AVE	335750	6/19/18	9,910.00
OVERLAND PACIFIC & CUTLER LLC	PARADISE CREEK PARK PROJECT	335751	6/19/18	490.00
PACIFIC TELEMANAGEMENT SERVICE	PUBLIC PHONE SERVICES - JUNE 2018	335752	6/19/18	78.00
PORTILLO CONCRETE INC	SEWER LINE REPLACEMENT PROJECT	335753	6/19/18	178,597.10
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES PW	335754	6/19/18	470.52
PRO BUILD	MOP 45707 GENERAL SUPPLIES PW	335755	6/19/18	827.84
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES PW	335756	6/19/18	170.68
QUESTYS SOLUTIONS	QUESTYS WORKFLOW MODULE / MIS	335757	6/19/18	5,700.38
RELY ENVIRONMENTAL	HAZARDOUS WASTE PICK UP / ENG	335758	6/19/18	4,282.00
SDG&E	STREETS DIVISION GAS & ELECTRIC UTILITIES	335759	6/19/18	7,701.70



WARRANT REGISTER #51 6/19/2018

PAYEE	DESCRIPTION		CHK NO	DATE	<u>AMOUNT</u>
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICALS & HEP A & B		335760	6/19/18	1,283.00
SPOK INC	METROCALL USA MOBILITY PAGING SERVICE		335761	6/19/18	655.69
SUPERIOR READY MIX	COLD MIX ASPHALTS & TACK OIL / PW		335762	6/19/18	119.60
SWEETWATER AUTHORITY	WASTEWATER DIVISION	WATER UTILITIES	335763	6/19/18	34.82
THE HOME DEPOT CREDIT SERVICES	SUPPLIES FOR COMMUN	ITY SERVICE DAY / CSD	335764	6/19/18	357.57
THE LIGHT BRIGADE INC	PN #CS180409, CUSTOM	ADVANCED FIBER	335765	6/19/18	1,850.00
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPP	PLIES/ NSD	335766	6/19/18	1,152.85
THE STAR NEWS PUBLISHING COMP	STAR NEWS - FOR ADVER	RTISING OF NOTICES	335767	6/19/18	187.07
TSC GROUP INC	LEASE, STATION 33		335768	6/19/18	2,302.78
U S BANK	WELLNESS LUNCH, ENG/	PW CAR RENTALS	335769	6/19/18	982.96
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPA	IRS FY 2018	335770	6/19/18	817.56
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 PLUMBING SU	JPPLIES PW	335771	6/19/18	1,028.35
VERIZON WIRELESS	VERIZON CELLULAR SER	VICE FY18	335772	6/19/18	11,774.96
VICTOR STANLEY INC	NATIONAL CITY RECYCLI	NG	335773	6/19/18	11,623.20
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES PW		335774	6/19/18	117.47
WHITAKER BROTHERS	WID T-LED DATE TIME ST	AMPER	335775	6/19/18	876.54
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC	MOP #45763/ELECTRONIC SUPPLIES/MIS		6/19/18	201.94
CITY OF CHULA VISTA	ANIMAL CARE CENTER FEES		335777	6/19/18	112,224.33
				A/P Total	1,227,419.94
WIRED PAYMENTS					
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 5/22/18	- 6/4/18	61318	6/13/18	234,130.47
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SERVICES BASE FEE - JUNE		878621	6/15/18	531.30
SECTION 8 HAPS	Start Date	End Date			
52611611 611111 6	6/12/2018	6/19/2018			11,696.24
PAYROLL	0, 12,2010	6/ 16/2010			,
Pay period Start Date	End Date Check Date				
13 6/5/2018	6/18/2018 6/27/2018				1,098,256.70
		GRAND TOTAL	-	_ _	\$2,572,034.65

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Raberts, FINANCE	LESLIE DEESE, CITY MANAGER			
FINANCE (COMMITTEE			
RONALD J. MORRISO	ON, MAYOR-CHAIRMAN			
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER			
MONA RIOS, MEMBER	JERRY CANO, MEMBER			
	CLAIMS AND DEMANDS WERE APPROVED AND SSUE SAID WARRANTS IN PAYMENT THEREOF MBER 2018.			
AYES				
NAYS				
ABSENT				

The following page(s) contain the backup material for Agenda Item: <u>Warrant Register</u> #52 for the period of 06/20/18 through 06/26/18 in the amount of \$420,448.36. (Finance) Please scroll down to view the backup material.

SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION AS THE NATIONAL CITY REDEVELOPMENT AGENCY **AGENDA STATEMENT**

September 4, 2018 **MEETING DATE:** AGENDA ITEM NO.

_	_		 _	_	 _	
_	_	n,	 П			
	_	IV			_	
	_				_	

Successor Agency Warrant Register #52 for the period of 06/20/18 through 06/26/18 in the amount of \$0.00. (Finance)

PREPARED BY: K. Apalategui **DEPARTMENT:** Finance

619-336-4572 PHONE:

APPROVED BY: Wark Raberto **EXPLANATION:**

Pursuant to ABX1 26, all redevelopment agencies in the State of California were dissolved as of February 1, 2012. Upon dissolution of the City of National City's Redevelopment Agency, the City assumed the role of Successor Agency to the Community Development Commission as the National

City Redevelopment Agency ("Successor Agency").

In order to streamline the payment process, the City pays all expenses of the Successor Agency. The Successor Agency then reimburses the City.

No Successor Agency Warrants issued for the period of 06/20/18 – 06/26/18.

APPROVED: Wark Raberto **Finance** FINANCIAL STATEMENT:

ACCOUNT NO. APPROVED: MIS

Reimbursement total \$0.00.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Ratification of reimbursement in the amount of \$0.00.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Successor Agency Warrant Register #52



WARRANT REGISTER #52 6/26/2018

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ACE UNIFORMS & ACCESSORIES INC	UNIFORM / POLICE	335779	6/26/18	370.62
ADDICTION MEDICINE	D.O.T DRUG AND ALCOHOL-TESTING PROGRAM	335780	6/26/18	1,550.00
ALDEMCO	FOOD / NUTRITION CENTER	335781	6/26/18	825.24
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	335782	6/26/18	228.91
ALLSTAR FIRE EQUIPMENT INC	FLASHLIGHTS / FIRE	335783	6/26/18	496.72
APPLIANCE PARTS CENTER INC	CAPACITOR TERMINAL / PW	335784	6/26/18	56.10
AT&T	AT&T SBC PHONE SERVICE MAY	335785	6/26/18	3,038.94
BROWN & BIGELOW INC	BEVERAGE CONTAINER RECYCLING PROGRAM	335786	6/26/18	4,010.75
CAPF	JUNE 2018 - FIRE LTD	335787	6/26/18	931.00
CALIFORNIA ASSOCIATION OF	CACEO TRAINING/ HOUSING	335788	6/26/18	86.00
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES PW	335789	6/26/18	211.76
CALIFORNIA LAW ENFORCEMENT	JUNE 2018 - PD LTD	335790	6/26/18	2,070.25
CITY OF NATIONAL CITY	PETTY CASH INCREASE FOR POLICE	335791	6/26/18	200.00
CLEAN HARBORS ENVIRONMENTAL	CONTRACT SERVICES	335792	6/26/18	609.46
COUNTY OF SAN DIEGO	UNIFIED PROGRAM FACILITY PERMIT / POLICE	335793	6/26/18	1,484.00
COX COMMUNICATIONS	COX DATA SERVICES FY18~ JUNE	335794	6/26/18	3,858.11
CSA SAN DIEGO COUNTY	REIMB REQUEST MAY 2018/CDBG/ HOUSING	335795	6/26/18	1,987.18
CURVATURE LLC	SFP-H10GB-CU3M-V03-CURV, CISCO	335796	6/26/18	413.25
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET / PW	335797	6/26/18	2,005.07
DELL MARKETING L P	PRECISION 7520 LAPTOP / MIS	335798	6/26/18	5,562.02
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TESTING / HR	335799	6/26/18	160.00
ESGIL CORPORATION	PLAN CHECKS / FIRE	335800	6/26/18	3,446.40
FACTORY MOTOR PARTS	OIL & ANTIFREEZE / PW	335801	6/26/18	297.44
FEDEX	BANNER BANK	335802	6/26/18	42.23
FERGUSON ENTERPRISES INC	MOP 45723 GENERAL BUILDING SUPPLIES PW	335803	6/26/18	1,485.08
FIRE ETC	CITRO SQUEEZE CLEANER	335804	6/26/18	139.24
FOLSOM LAKE FORD	2018 FORD EXPLORER / POLICE	335805	6/26/18	167,033.86
FUN EXPRESS LLC	GRADUATION SUPPLIES FOR TINY TOTS / CSD	335806	6/26/18	299.77
GEORGE WATERS	COOKIES FOR TINY TOT GRADUATION / CSD	335807	6/26/18	262.50
GOLDEN WEST COLLEGE	TRAINING TUITION CIV.SUP/LOPEZ	335808	6/26/18	226.00
GONZALEZ, W	LICENSE REIMBURSEMENT	335809	6/26/18	45.00
GOVCONNECTION INC	ENVIRONMENTAL FEE	335810	6/26/18	6,097.31
GRAINGER	MOP 65179 ELECTRIC SUPPLIES PW	335811	6/26/18	1,420.08
GROSSMAN PSYCHOLOGICAL	PSYCHOLOGICAL EVALUATIONS	335812	6/26/18	300.00
HERNANDEZ, R	TRAVEL EXPENSES REIMBURSEMENT	335814	6/26/18	280.19
HP INC	CRADLEPOINT MULTI-BAND ROUTER	335815	6/26/18	3,230.34
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	335816	6/26/18	14.00
INNOVATIVE CONSTRUCTION	CITYWIDE PED. MIDBLOCK C. PROJECT	335817	6/26/18	84,384.50
JOHNSON, S	REIMB FOR SUPPLIES FOR TINY TOTS	335818	6/26/18	218.12
KAISER FOUNDATION HEALTH PLANS	GRP. NO. 104220-03, 09 - JUNE 2018	335819	6/26/18	4,833.13
KAISER FOUNDATION HEALTH PLANS	GROUP NO 104220-05 JUNE 2018	335820	6/26/18	3,528.46
KEYSER MARSTON ASSOCIATES INC	AFFORDABLE HOUSING SERVICES/HOUSING	335821	6/26/18	9,870.00
KLOS. F	ADVANCED DISABILITY PENSION	335822	6/26/18	4,136.21
KNOX SERVICES	DOUBLE KEY SWITCH ON MOUNTING PLATE	335823	6/26/18	219.67
KONICA MINOLTA	KONICA MINOLTA COPIER EQUIPMENT LEASE			
NONICA WIINOLTA	NONIOA WIINOLTA COPIER EQUIPMENT LEASE	335824	6/26/18	1,770.54



WARRANT REGISTER #52 6/26/2018

PAYEE	DESCRIPTION	CHK NO	<u>DATE</u>	<u>AMOUNT</u>
LAFRENIERE, D	EDUCATION REIMBURSEMENT	335825	6/26/18	84.00
LOPEZ, TERESA YOLANDA	INTERPRETATION SVCS REGULAR CITY COUNCIL	335826	6/26/18	160.00
MC GUIRE, D	EDUCATION REIMBURSEMENT	335827	6/26/18	130.00
MELLADO DESIGNS	NC POLO SHIRTS/ HOUSING	335828	6/26/18	466.29
MILLER, C	ADVANCED DISABILTY PENSION	335829	6/26/18	3,883.77
MORRISON, R	REIMB / POLO SHIRTS	335830	6/26/18	200.07
MOTOROLA SOLUTIONS INC	APX6000 7/800 MHZ MODEL 2.5 PORTABLE	335831	6/26/18	43,026.06
MTS	WAYFINDING SIGNS PROJECT	335832	6/26/18	147.68
NERI LANDSCAPE ARVHITECTURE	EL TOYON PARK MASTER PLAN	335833	6/26/18	6,407.90
PARRA, F	TRAVEL EXPENSES REIMBURSEMENT	335834	6/26/18	263.54
PIERSON, D	REIMB: PIERSON TUITION REIMB	335835	6/26/18	1,629.00
PLAYCORE GAMETIME BIG TOYS AND	CITY HALL GYM EQUIPMENT	335836	6/26/18	290.34
PMW ASSOCIATES	TRAINING TUITION MEDIA REL/RAMIREZ	335837	6/26/18	420.00
POSH SALON SPA CORP	FACE PAINTING FOR NC GETS ACTIVE SCAVENGING	335838	6/26/18	100.00
PRO BUILD	LUMBER FOR TRAINING	335840	6/26/18	6,330.47
PRO-EDGE KNIFE	KNIFE SHARPING SERVICE / NUTRITION	335841	6/26/18	46.00
PRO-TECH INDUSTRIES	RED SPRAY GREASE	335842	6/26/18	381.60
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICE PW	335843	6/26/18	192.32
RELY ENVIRONMENTAL	HAZARDOUS WASTE	335844	6/26/18	4,476.00
ROBERT HALF INTERNATIONAL	TEMPORARY STAFFING SERVICES - FINANCE	335845	6/26/18	6,206.20
S D COUNTY VECTOR CNTRL PROGRM	MOSQUITO & VECTOR CONTROL	335846	6/26/18	96.56
SAN DIEGO FAMILY MAGAZINE LLC	MARKETING AD FOR COMMUNITY SERVICES CITY	335847	6/26/18	735.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION SUPERVISORY /P. HERNANDEZ	335848	6/26/18	69.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION DUI/ACEVEDO	335849	6/26/18	23.00
SAN DIEGO PUMP INC	LABOR, REPAIR, TO ASSEMBLE AND INSTALL	335850	6/26/18	85.00
SAN DIEGO REGIONAL	TRAINING TUITION ICI GANG/TAYLOR	335851	6/26/18	825.00
SAN DIEGO UNION TRIBUNE	CITY HALL ROOF	335852	6/26/18	896.88
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	335853	6/26/18	1,260.60
SHANAHAN, M	TRAINING ADV LODG DRE REC/SHANAHAN	335854	6/26/18	114.32
SHINN, D	REIMB SUPPLIES FOR TINY TOTS	335855	6/26/18	138.45
SMART & FINAL	MOP 45756, FIRE CHARGES	335856	6/26/18	588.12
SMART SOURCE OF CALIFORNIA LLC	MOP SMART SOURCE PD	335857	6/26/18	1,247.55
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CSD	335858	6/26/18	229.46
SWANK MOTION PICTURES INC	SUMMER MOVIES IN THE PARK / CSD	335859	6/26/18	435.00
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER BILL FY 2018	335860	6/26/18	11,321.68
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	335861	6/26/18	8,679.00
TALLAL INC	SUMMER MOVIES IN THE PARK PRODUCTION	335862	6/26/18	445.00
THE SHERWIN WILLIAMS CO	MOP 77816. PAINT SUPPLIES FOR COMMUNITY DAY	335863	6/26/18	25.12
TSHIRT MART	EMBROIDERY NC LOGO WORK / MORRISON	335864	6/26/18	138.66
U S BANK	TRAINING EXPENSES / PD	335865	6/26/18	3,611.15
U S BANK	CREDIT EXPENSES / PD	335866	6/26/18	3,823.39
UNITED RENTALS	CORE DRILLED ELECTRIC	335867	6/26/18	201.80
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUPPLIES PW	335868	6/26/18	427.51
VISION SERVICE PLAN	JUNE 2018 - VISION SERVICE PLAN (CA)	335869	6/26/18	814.13
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES / FIRE	335870	6/26/18	1,583.06
WOLL OWN WAT OUT LI	J. H. H. J. KIME GOLT EIEG / TINE	300010	0/20/10	1,555.00



WARRANT REGISTER #52 6/26/2018

PAYEE
WAXIE SANITARY SUPPLY
WESTFLEX INDUSTRIAL
WILKINS, T
WILLY'S ELECTRONIC SUPPLY
ZUMAR INDUSTRIES INC

DESCRIPTION	CHK NO	DATE	AMOUNT
MISCELLANEOUS JANITORIAL SUPPLIES / PW	335871	6/26/18	5,078.03
MOP 46453. SUPPLIES FOR FACILITIES / PW	335872	6/26/18	426.48
TRAINING ADV LODG PREA/WILKINS / PW	335873	6/26/18	433.92
MOP 45763, FIRE CHARGES	335874	6/26/18	102.62
MEDIUM CHANNEL SIGN BLANKS	335875	6/26/18	444.47
		A/P Total	420,448.36

GRAND TOTAL

\$ 420,448.36

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Raberts, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE (COMMITTEE
RONALD J. MORRISO	ON, MAYOR-CHAIRMAN
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	JERRY CANO, MEMBER
	CLAIMS AND DEMANDS WERE APPROVED AND SSUE SAID WARRANTS IN PAYMENT THEREOF MBER 2018.
AYES	
NAYS	
ABSENT	

The following page(s) contain the backup material for Agenda Item: Warrant Register #1 for the period of 06/27/18 through 07/03/18 in the amount of \$3,650,138.97. (Finance) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018 **AGENDA ITEM NO.:** ITEM TITLE: Warrant Register #1 for the period of 06/27/18 through 07/03/18 in the amount of \$3,650,138.97. (Finance) PREPARED BY: Karla Apalategui, Accounting Assistant **DEPARTMENT:** Finance APPROVED BY: Wark Raberto **PHONE:** 619-336-4572 **EXPLANATION:** Per Government Section Code 37208, attached are the warrants issued for the period of 06/27/18 through 07/03/18. Consistent with Department of Finance's practice, listed below are all payments above \$50,000. Vendor Check/Wire Amount **Explanation** Mile of Cars Association FY2018 Lighting Maint Assessment 335969 136,074.72 SDG&F Facilities gas & Electric Utilities 336002 54,467.10 **HSIP** Communication STC Traffic Inc 336011 106,465.67 Tree Pruning, Trimming & Removal West Coast Arborist Inc 336034 73,284.00 Purchase of Property 302 W 19th Str Chcago Title Company 706266 882.001.00 Service Period 6/05/18 - 6/18/18 Public Emp Ret System 6282018 229,625.71 APPROVED: Wark Raberts FINANCE FINANCIAL STATEMENT: APPROVED: ACCOUNT NO. MIS Warrant total \$3,650,138.97. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION FINAL ADOPTION STAFF RECOMMENDATION: Ratify warrants totaling \$3,650,138.97 **BOARD / COMMISSION RECOMMENDATION:**

ATTACHMENTS:
Warrant Register #1



PAYEE	DESCRIPTION	CHK NO	<u>DATE</u>	<u>AMOUNT</u>
CLF WAREHOUSE INC	ALTERNATOR ON PD COMMAND VEHICLE	335876	7/3/18	815.63
EW TRUCK & EQUIPMENT CO INC	RADIATOR HOSE	335877	7/3/18	5,697.55
FLYERS ENERGY LLC	BULK OIL 5W30 ENGINE OIL	335878	7/3/18	982.93
FRANK TOYOTA	LABOR TIRE BALANCE ON PD	335879	7/3/18	70.39
MEGLA MANUFACTURING INC	LABOR WELDING	335880	7/3/18	385.00
NATIONAL CITY TROPHY	MOP / NAMETAGS PD	335881	7/3/18	83.19
PRO BUILD	HAMMER / PW	335882	7/3/18	8,574.74
PRUDENTIAL OVERALL SUPPLY	MOP# 45742. LAUNDRY SVC/ NSD	335883	7/3/18	79.26
QUAL CHEM CORPORATION	TORNADO NOW - CHEMICAL CLEANER / PW	335884	7/3/18	1,072.37
RED WING SHOES STORE	SAFETY BOOTS / PW	335885	7/3/18	125.00
ROMAN, MARCO ANTONIO	REFUND OF PERF CASH BOND FOR T&A 90324	335886	7/3/18	5,243.86
SAN DIEGO HYDRAULICS	SUPPLIES FOR PW	335887	7/3/18	1,228.36
SAVMART PHARMACEUTICAL SERVICE	NARCAN / FIRE	335888	7/3/18	1,900.63
STAPLES BUSINESS ADVANTAGE	MOP / OFFICE SUPPLIES / PD	335889	7/3/18	3,813.20
THE BUMPER GUY INC	MATERIAL PAINT / PW	335890	7/3/18	486.89
THE HOME DEPOT CREDIT SERVICES	CMS DAY SUPPLIES / NSD	335891	7/3/18	639.47
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPPLIES / NSD	335892	7/3/18	92.37
ACE UNIFORMS & ACCESSORIES INC	SWAT UNIFORM SULLIVAN / PD	335893	7/3/18	215.48
ACEDO, I	RETIREE HEALTH BENEFIT FOR JULY 2018	335894	7/3/18	160.00
ADAMSON POLICE PRODUCTS	SWAT HELMETS / PD	335895	7/3/18	9,752.16
ADVANTIDGE	ID FLOW SOFTWARE UPDATE	335896	7/3/18	300.00
AFFORDABLE BUTTONS COM	I LOVE NATIONAL CITY BUTTONS	335897	7/3/18	492.78
ANDERSON, E	RETIREE HEALTH BENEFIT FOR JULY 2018	335898	7/3/18	110.00
ARJIS	ARJIS PHONE 3RD QUARTER	335899	7/3/18	3,768.30
BEARD, P	RETIREE HEALTH BENEFIT FOR JULY 2018	335900	7/3/18	70.00
BECK, L	RETIREE HEALTH BENEFIT FOR JULY 2018	335901	7/3/18	140.00
BISHOP, R	RETIREE HEALTH BENEFIT FOR JULY 2018	335902	7/3/18	110.00
BLACKIE'S TROPHIES AND AWARDS	MOP PD NAMETAGS	335903	7/3/18	30.31
BOEGLER, C	RETIREE HEALTH BENEFIT FOR JULY 2018	335904	7/3/18	260.00
BOOT WORLD	MOP 64096 SAFETY APPAREL PW	335905	7/3/18	250.00
BULL, P	RETIREE HEALTH BENEFIT FOR JULY 2018	335906	7/3/18	580.00
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES PW	335907	7/3/18	180.07
CARRILLO, R	RETIREE HEALTH BENEFIT FOR JULY 2018	335908	7/3/18	290.00
CASAS, LAURA	INTERPRETATION SVCS 06-19-2018	335909	7/3/18	100.00
CHRISTENSEN & SPATH LLP	ATTORNEY SERVICES /KIMBALL&MORGAN/HOUSING	335910	7/3/18	7,425.00
COLE, L	RETIREE HEALTH BENEFIT FOR JULY 2018	335911	7/3/18	165.00
COLLINSON, C	RETIREE HEALTH BENEFIT FOR JULY 2018	335912	7/3/18	420.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL SUPPLIES PURCHASES FOR	335913	7/3/18	943.52
CONDON, D	RETIREE HEALTH BENEFIT FOR JULY 2018	335914	7/3/18	280.00
CORDERO, E	RETIREE HEALTH BENEFIT FOR JULY 2018	335915	7/3/18	520.00
CORPUZ, T	RETIREE HEALTH BENEFIT FOR JULY 2018	335916	7/3/18	140.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES FOR FY18	335917	7/3/18	2,771.46
COUNTYWIDE MECHANICAL	CITY WIDE ONSITE HEATING & VENTILATION	335918	7/3/18	6,573.73
DANESHFAR, Z	RETIREE HEALTH BENEFIT FOR JULY 2018	335919	7/3/18	250.00
DANIELS TIRE SERVICE	MOP 76986 TIRES PW	335920	7/3/18	1,060.21
				,



PAYEE	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
DEPT OF JUSTICE	DOJ FINGERPRINTING	335921	7/3/18	550.00
DESROCHERS, P	RETIREE HEALTH BENEFIT FOR JULY 2018	335922	7/3/18	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFIT FOR JULY 2018	335923	7/3/18	70.00
DIAZ, M	RETIREE HEALTH BENEFIT FOR JULY 2018	335924	7/3/18	680.00
DILLARD, S	RETIREE HEALTH BENEFIT FOR JULY 2018	335925	7/3/18	480.00
DREDGE, J	RETIREE HEALTH BENEFIT FOR JULY 2018	335926	7/3/18	250.00
DRONES MADE EASY	DRONE EQUIPMENT	335927	7/3/18	2,490.87
EISER III, G	RETIREE HEALTH BENEFIT FOR JULY 2018	335928	7/3/18	250.00
ETZLER, J	RETIREE HEALTH BENEFITS FOR JULY 2018	335929	7/3/18	460.00
EXPERIAN	EMPLOYEE CREDIT CHECKS	335930	7/3/18	57.64
EXPRESS PIPE AND SUPPLY CO INC	CITY WIDE PLUMBING PARTS & MATERIALS / PW	335931	7/3/18	654.86
FABINSKI, D	RETIREE HEALTH BENEFIT FOR JULY 2018	335932	7/3/18	220.00
FERGUSON ENTERPRISES INC	MOP 45723 GENERAL SUPPLIES PW	335933	7/3/18	245.35
FERNANDEZ, R	RETIREE HEALTH BENEFITS / JULY 2018	335934	7/3/18	270.00
FIFIELD, K	RETIREE HEALTH BENEFIT FOR JULY 2018	335935	7/3/18	540.00
FLEET SERVICES INC	MOP 67804 AUTO SUPPLIES PW	335936	7/3/18	71.68
GELSKEY, K	RETIREE HEALTH BENEFIT FOR JULY 2018	335937	7/3/18	115.00
GIBBS JR, R	RETIREE HEALTH BENEFIT FOR JULY 2018	335938	7/3/18	120.00
GONZALES, M	RETIREE HEALTH BENEFIT FOR JULY 2018	335939	7/3/18	480.00
GOVCONNECTION INC	VMWARE 6 VS6-EPL-P-SSS -C RENEWAL	335940	7/3/18	17,783.06
GRAINGER	MOP 65179 BUILDING SUPPLIES PW	335941	7/3/18	10,761.32
GROSSMAN PSYCHOLOGICAL	PREEMPLOYMENT PSYCH EXAMS	335942	7/3/18	1,500.00
HANSON, E	RETIREE HEALTH BENEFIT FOR JULY 2018	335943	7/3/18	135.00
HARLAN, M	RETIREE HEALTH BENEFIT FOR JULY 2018	335944	7/3/18	500.00
HARRIS & ASSOCIATES INC	MIDBLOCK CROSSING ENHANCE PROJECT	335945	7/3/18	19,832.50
HAUG, S	RETIREE HEALTH BENEFIT FOR JULY 2018	335946	7/3/18	120.00
HERNANDEZ, R	RETIREE HEALTH BENEFIT FOR JULY 2018	335947	7/3/18	400.00
HODGES, B	RETIREE HEALTH BENEFIT FOR JULY 2018	335948	7/3/18	200.00
IBARRA, J	RETIREE HEALTH BENEFIT FOR JULY 2018	335949	7/3/18	780.00
JAMES, R	RETIREE HEALTH BENEFIT FOR JULY 2018	335950	7/3/18	140.00
JUNIEL, R	RETIREE HEALTH BENEFIT FOR JULY 2018	335951	7/3/18	50.00
KIMBLE, R	RETIREE HEALTH BENEFIT FOR JULY 2018	335952	7/3/18	300.00
KIMLEY HORN AND ASSOC INC	TRANSNET CYCLE4 GRANT APP - ENG	335953	7/3/18	16,601.42
LAFRENIERE, D	EDUCATION REIMBURSEMENT	335954	7/3/18	1,050.00
LANGUAGE LINE SERVICES	LANGUAGE LINE SVC MAY 2018	335956	7/3/18	121.12
LASER SAVER INC	MOP / PD / TONER	335957	7/3/18	736.84
LEXIPOL LLC	MAY 2018 SERVICE	335958	7/3/18	1,924.50
LIMFUECO, M	RETIREE HEALTH BENEFIT FOR JULY 2018	335959	7/3/18	160.00
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES, PARTS,	335960	7/3/18	555.65
MAN K9 INC	JUNE MAINTENANCE TRAINING IN PATROL WORK	335961	7/3/18	1,040.00
MASON'S SAW	CITY WIDE GENERATOR REPAIRS	335962	7/3/18	1,393.22
MATIENZO, M	RETIREE HEALTH BENEFIT FOR JULY 2018	335963	7/3/18	100.00
MC CABE, T	RETIREE HEALTH BENEFIT FOR JULY 2018	335964	7/3/18	280.00
MCDANIEL, P	RETIREE HEALTH BENEFIT FOR JULY 2018	335965	7/3/18	290.00
MEDINA,	RETIREE HEALTH BENEFIT FOR JULY 2018	335966	7/3/18	105.00



PAYEE	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
MENDOZA, G	RETIREE HEALTH BENEFITS FOR JULY 2018	335967	7/3/18	290.00
MEYERS NAVE	LABOR RELATIONS & NEGOTIATIONS SERVICES	335968	7/3/18	9,060.96
MILE OF CARS ASSOCIATION	FY2018 LIGHTING MAINT ASSESSMENT	335969	7/3/18	136,074.72
MINER, D	RETIREE HEALTH BENEFIT FOR JULY 2018	335970	7/3/18	580.00
MOTOROLA SOLUTIONS INC	PORTABLE RADIO / PD	335971	7/3/18	5,488.69
NAPA AUTO PARTS	MOP 45735 EQUIPMENT SUPPLIES PW	335972	7/3/18	19.55
NORTH AMERICAN RESCUE LLC	RESCUE MATS / FIRE	335973	7/3/18	1,249.00
NOTEWARE, D	RETIREE HEALTH BENEFIT FOR JULY 2018	335974	7/3/18	120.00
OCCAM VIDEO SOLUTIONS	INVESTIGATIONS SOFTWARE	335975	7/3/18	4,290.00
OFFICE SOLUTIONS BUSINESS	STORAGE CABINET	335976	7/3/18	352.44
OLIVARES, G	RETIREE HEALTH BENEFIT FOR JULY 2018	335977	7/3/18	280.00
OLIVEWOOD GARDENS	FIELD TRIP - WELLNESS COMMITTEE	335978	7/3/18	500.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES PW	335979	7/3/18	180.92
ORKIN	PEST AND RODENT CONTROL SERVICES / JUNE	335981	7/3/18	882.00
PALOMAR HEALTH	SART EXAM 18-02673 / PD	335982	7/3/18	600.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES PW	335983	7/3/18	52.21
PAUU JR, P	RETIREE HEALTH BENEFIT FOR JULY 2018	335984	7/3/18	340.00
PCS MOBILE	BATTERIES FOR TOUGHBOOKS	335985	7/3/18	877.62
PEASE JR, D	RETIREE HEALTH BENEFIT FOR JULY 2018	335986	7/3/18	140.00
PENSKE FORD	MOP 49078 AUTO SUPPLIES PW	335987	7/3/18	39.18
PETERS, S	RETIREE HEALTH BENEFIT FOR JULY 2018	335988	7/3/18	290.00
POST, R	RETIREE HEALTH BENEFIT FOR JULY 2018	335989	7/3/18	280.00
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES PW	335990	7/3/18	103.07
PROFORCE LAW ENFORCEMENT	TASER CART / PD	335991	7/3/18	2,900.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES PW	335992	7/3/18	626.64
RAY ALLEN MANUFACTURING, LLC	K9 TRAUMA KITS / PD	335993	7/3/18	260.98
RAY, S	RETIREE HEALTH BENEFIT FOR JULY 2018	335994	7/3/18	190.00
ROARK, L	RETIREE HEALTH BENEFIT FOR JULY 2018	335995	7/3/18	135.00
RUIZ, J	RETIREE HEALTH BENEFIT FOR JULY 2018	335996	7/3/18	310.00
S D COUNTY SHERIFF'S DEPT	RANGE USE FEBRUARY / PD	335997	7/3/18	2,550.00
SAN DIEGO COUNTY ASSESSOR	COUNTY RECORDS CODE / NSD	335998	7/3/18	12.10
SAN DIEGO PET SUPPLY	CANINE SUPPLIES / PD	335999	7/3/18	1,089.85
SANCHEZ, L	RETIREE HEALTH BENEFIT FOR JULY 2018	336000	7/3/18	330.00
SCST INC	MIDBLOCK CROSSING ENHANCEMENT PROJECT	336001	7/3/18	2,507.00
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	336002	7/3/18	54,467.10
SERVATIUS, J	RETIREE HEALTH BENEFIT FOR JULY 2018	336003	7/3/18	340.00
SHORT, C	RETIREE HEALTH BENEFIT FOR JULY 2018	336004	7/3/18	300.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 61277 LANDSCAPE SUPPLIES FW	336005	7/3/18	141.04
SMART & FINAL	MOP PD ADVISORY BOARD SUPPLIES / PD	336006	7/3/18	123.97
SMART SOURCE OF CALIFORNIA LLC	MOP SMART SOURCE PD	336007	7/3/18	823.79
SMITH, J	RETIREE HEALTH BENEFIT FOR JULY 2018	336008	7/3/18	320.00
SOUTHERN CALIF TRUCK STOP	MOP 45758 OIL SUPPLIES PW	336009	7/3/18	349.02
STC TRAFFIC INC	HSIP COMMUNICATION	336011	7/3/18	106,465.67
STEWART, W	RETIREE HEALTH BENEFIT FOR JULY 2018	336012	7/3/18	200.00
STRASEN, W	RETIREE HEALTH BENEFIT FOR JULY 2018	336013	7/3/18	135.00
		555010	., 5, 10	100.00



<u>PAYEE</u>		DESCRIPTION		CHK NO	DATE	AMOUNT
SULLIVAN, C		REIMB: SULLIVAN RECO	GNITION BOXES	336014	7/3/18	116.71
SUPERIOR READY MIX	(COLD MIX ASPHALTS,TA	CK OIL, 3/8 SHEET	336015	7/3/18	899.93
SWEETWATER AUTHO	RITY	FACILITIES DIVISION WA	TER UTILITIES	336016	7/3/18	21,392.32
SYMBOLARTS, LLC		BADGES / PD	BADGES / PD		7/3/18	274.00
TAC LIFE SYSTEMS LL	C	NARCAN CASES / FIRE		336018	7/3/18	2,159.28
TECHNOLOGY INTEGR	RATION GROUP	EXTERNAL DRIVE / MIS		336019	7/3/18	401.29
THE COUNSELING TEA	λM	EMPLOYEE SUPPORT SI	ERVICE APRIL	336020	7/3/18	1,600.00
THE HOME DEPOT CR	EDIT SERVICES	GENERAL SUPPLIES NE	EDED FOR BUILDING	336021	7/3/18	2,500.92
THE STAR NEWS PUBI	LISHING COMP	STAR NEWS - ADVERTIS	ING NOTICES	336022	7/3/18	397.20
TIPTON, B		RETIREE HEALTH BENEI	FIT FOR JULY 2018	336023	7/3/18	250.00
TRITECH SOFTWARE S	SYSTEMS	INFORM CAD TEST/TRAI	NING SYSTEM / MIS	336024	7/3/18	8,037.75
UNDERGROUND SERV	ICE ALERT	UNDERGROUND SERVIC	CE ALERT FY 2018	336025	7/3/18	293.80
UNITED ROTARY BRUS	SH CORP	MOP 62683 AUTO SUPPL	JES PW	336026	7/3/18	471.96
VALLEY INDUSTRIAL S	PECIALTIES	MOP 46453 PLUMBING S	UPPLIES PW	336027	7/3/18	3,861.62
VARIDESK LLC		SIT/STAND DESK & DUE	L ARM MONITOR	336028	7/3/18	641.63
VCA EMERGENCY ANI	MAL HOSPITAL	STRAY ANIMAL PET CARE		336029	7/3/18	271.29
VCA MAIN ST ANIMAL	HOSPITAL	K9 MARCO VET CARE / PD		336030	7/3/18	778.72
VERRY, L		RETIREE HEALTH BENEFIT FOR JULY 2018		336031	7/3/18	280.00
VILLAGOMEZ, J		RETIREE HEALTH BENEFIT FOR JULY 2018		336032	7/3/18	480.00
VISTA PAINT		ECLECTIC SPRAYER / N	SD	336033	7/3/18	814.54
WEST COAST ARBORI	STS INC	TREE PRUNING, TRIMMI	336034	7/3/18	73,284.00	
WEST PAYMENT CENT	ER	WEST INVESTIGATIONS	336035	7/3/18	596.70	
WETMORES		MOP 80333 AUTO SUPPL	JES PW	336036	7/3/18	94.81
WHITE, J		RETIREE HEALTH BENEI	FIT FOR JULY 2018	336037	7/3/18	230.00
WILLY'S ELECTRONIC	SUPPLY	MOP 45763 ELECTRIC SU	JPPLIES PW	336038	7/3/18	221.08
					A/P Total	610,640.96
WIRED PAYMENTS						
CHICAGO TITLE COMP	PANY	PURCHASE OF REAL PR	PURCHASE OF REAL PROPERTY/302 W 19TH STR		6/28/18	882,001.00
PUBLIC EMP RETIREM	ENT SYSTEM	SERVICE PERIOD 6/05/18	8 - 6/18/18	6282018	6/28/18	229,625.71
SECTION 8 HAPS		Start Date	End Date			
		6/27/2018	7/3/2018			883,998.88
PAYROLL						
Pay period	Start Date	End Date	Check Date			
14	6/19/2018	7/2/2018	7/11/2018			1,043,872.42
			CD AND TOTAL	Ī	_	¢2.650.420.07

GRAND TOTAL

\$3,650,138.97

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Raberts, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE (COMMITTEE
RONALD J. MORRISO	ON, MAYOR-CHAIRMAN
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	JERRY CANO, MEMBER
	CLAIMS AND DEMANDS WERE APPROVED AND SSUE SAID WARRANTS IN PAYMENT THEREOF MBER 2018.
AYES	
NAYS	
ABSENT	

The following page(s) contain the backup material for Agenda Item: <u>Warrant Register #2 for the period of 07/04/18 through 07/10/18 in the amount of \$625,110.48. (Finance)</u> Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018

AGENDA ITEM NO.:

Warrant Register #2 for the (Finance)	period of 07/04	/18 through 07/10/	18 in the amount of \$625,110.48.	
PREPARED BY:Karla Apalat PHONE: 619-336-4572 EXPLANATION:	egui, Accountin	g Assistant D	PEPARTMENT: Finance PPROVED BY: Mark Rabuts	
through 07/10/18.	·		ints issued for the period of 07/04/18	
•	Check/Wire	Amount	v are all payments above \$50,000. <u>Explanation</u>	
Exos Community Services	336071	53,624.29	April 2018 Professional Services	S
Kaiser Foundation HP	336077	193,374.08	Group No.104220-0002 / June 2	2018
TI Training LE LLC	336104	53,851.25	Training Lab Operating System	/ PD
Adminsure Inc	644031	62,212.15	W/C Acct Replenishment / June)
FINANCIAL STATEMENT: ACCOUNT NO.		APPR	OVED: Mark Rabetto FINA OVED: MIS	NCE
Warrant total \$625,110.48.				
ENVIRONMENTAL REVIEW:				
This is not a project and, the	erefore, not sub	ject to environmer	ital review.	
ORDINANCE: INTRODUC	TION FINA	AL ADOPTION		
STAFF RECOMMENDATION	<u>:</u>			
Ratify warrants totaling \$62	5,110.48			
BOARD / COMMISSION REC	COMMENDATION	<u>V:</u>		
ATTACHMENTS: Warrant Register #2				



PAYEE	DESCRIPTION	CHK NO	<u>DATE</u>	<u>AMOUNT</u>
DE PASCALE, A	REIMB: TUITION - DEPASCALE	336039	7/10/18	1,258.49
GONZALEZ, W	REIMBURSEMENT / ADA FEHA ACCOMMODATION	336040	7/10/18	108.78
LEHR AUTO ELECTRIC	MOUNTS FOR PARKING TACOMAS/ NSD	336041	7/10/18	2,708.86
MSA SAN DIEGO AREA CHAPTER	MSA SAN DIEGO AND APWA ANNUAL TRAINING	336042	7/10/18	460.00
REGIONAL TRAINING CENTER	SUPERVISOR'S ACADEMY	336043	7/10/18	1,650.00
A&B SAW & LAWNMOWER	REPAIR RESCUE SAW	336044	7/10/18	393.88
ABBEY PARTY RENTS	STANCHION RENTALS FOR MISS NATIONAL CITY	336045	7/10/18	331.00
ACE UNIFORMS & ACCESSORIES INC	RED VEST COVERS	336046	7/10/18	2,715.30
ADDICTION MEDICINE	DOT DRUG & ALCOHOL TESTING	336047	7/10/18	597.00
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM JULY	336048	7/10/18	816.24
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT OUTREACH SVC / MAY	336049	7/10/18	9,035.18
AMERICAN AWARDS	TROPHIES FOR MISS NATIONAL CITY	336050	7/10/18	196.29
AYDELOTTE, D	TRAINING ADV SUB POST SLI/AYDELOTTE	336051	7/10/18	384.00
CA PARKS AND RECREATION	RECREATION LEADER WORKSHOP / CSD	336052	7/10/18	50.00
CALIFORNIA RESERVE PEACE	CA RESERVE PEACE OFFICERS ASSN	336053	7/10/18	672.00
CEB	BOOKS / CITY ATTORNEY'S OFFICE	336055	7/10/18	288.56
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	336056	7/10/18	6,300.00
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST	336057	7/10/18	32.98
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST	336058	7/10/18	6.97
CSAC EXCESS INS AUTHORITY	PREMIUM/OPTIONAL EXCESS LIABILITY PROGRAM	336059	7/10/18	25,831.00
CYNTHIA TITGEN CONSULTING INC	RISK MANAGEMENT SERVICES	336060	7/10/18	3,150.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	336061	7/10/18	2,734.77
DALEY & HEFT LLP	LIABILITY CLAIM COST	336062	7/10/18	2,562.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	336063	7/10/18	2,375.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	336064	7/10/18	2,099.09
DALEY & HEFT LLP	LIABILITY CLAIM COST	336065	7/10/18	1,819.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	336066	7/10/18	222.50
DAY WIRELESS SYSTEMS	COMMS EQUIPMENT SERVICE	336067	7/10/18	665.75
DELGADO, E	REIMBURSEMENT MISS NC ITEMS	336068	7/10/18	847.60
EISER III, G	PROFESSIONAL SERVICES	336069	7/10/18	3,412.50
ESGIL CORPORATION	INSPECTIONS FOR BUILDING	336070	7/10/18	3,091.75
EXOS COMMUNITY SERVICES LLC	APRIL 2018 PROFESSIONAL SERVICES	336071	7/10/18	53,624.29
FERGUSON ENTERPRISES INC	MOP 45723 GEN SUPPLIES PW	336072	7/10/18	61.21
GEORGE H WATERS NUTRITION CTR	NHC QUARTERLY BREAKFAST / JUNE 2018	336073	7/10/18	1,700.00
GOVCONNECTION INC	SCANNER	336074	7/10/18	1,592.83
HAINES & COMPANY INC	CRIS CROSS BOOKS	336075	7/10/18	996.28
HEALTH NET	GROUP NO. R1192Q / JUNE 2018	336076	7/10/18	660.60
KAISER FOUNDATION HEALTH PLANS	GROUP NO. 104220-0002 / JUNE 2018	336077	7/10/18	193,374.08
KAISER FOUNDATION HEALTH PLANS	GROUP NO. 104220-01, 06, 07 / JUNE 2018	336078	7/10/18	21,249.62
KAISER FOUNDATION HEALTH PLANS	GROUP NO. 104220-7002 / JUNE 2018	336079	7/10/18	2,226.84
LASER SAVER INC	MATERIALS & SUPPLIES	336080	7/10/18	152.14
LAW SEMINARS INTERNATIONAL	TRAINING, TRAVEL & SUBSISTENCE	336081	7/10/18	560.00
LIEBERT CASSIDY WHITMORE	LIABILITY CLAIM COST	336082	7/10/18	1,913.00
LOPEZ, Y	TRAINING ADV POST LODGE SUB / LOPEZ	336083	7/10/18	1,465.64
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COST	336084	7/10/18	871.30



WARRANT REGISTER # 2 7/10/2018

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COST	336085	7/10/18	17.50
MERITAGE SYSTEMS, L.L.C.	MERITAGE SYSTEMS SET UP FEES	336086	7/10/18	10,000.00
NELSON PHOTO SUPPLIES	TRI POD KIT	336087	7/10/18	1,535.16
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES PW	336088	7/10/18	9.78
ORKIN	PEST & RODENT CONTROL SERVICES / JUNE	336089	7/10/18	1,764.00
PARTS AUTHORITY METRO LLC	75943 AUTO SUPPLIES PW	336090	7/10/18	44.47
PENSKE FORD	MOP 49078 AUTO SUPPLIES PW	336091	7/10/18	480.13
PRO BUILD	MOP 45707, FIRE CHARGES	336092	7/10/18	29.69
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES PW	336093	7/10/18	179.24
SAN DIEGO POLICE EQUIPMENT	BALLISTIC VESTS / PD	336094	7/10/18	28,501.20
SEGAL, M	TRAINING ADV LODGING THR ASSESSMENT/SEGAL	336095	7/10/18	1,144.00
SHAW INTEGRATED SOLUTIONS	POLICE DEPT FLOORING - PW	336096	7/10/18	20,005.83
SMART SOURCE OF CALIFORNIA LLC	PRESENTATION FOLDERS	336097	7/10/18	1,280.00
SOUTHERN CALIF TRUCK STOP	MOP 45758 OIL SUPPLIES PW	336098	7/10/18	409.99
SPARKLETTS	WATER SERVICES / MAY 2018	336099	7/10/18	31.60
STAPLES BUSINESS ADVANTAGE	MOP #45704 OFFICE SUPPLIES/CITY ATTORNEY	336100	7/10/18	111.58
SULLIVAN, C	REIMB SULLIVAN TUIT REIMB	336101	7/10/18	2,500.00
TARGET SOLUTIONS LEARNING	TARGET SOLUTIONS	336102	7/10/18	3,360.00
TI TRAINING LE LLC	TRAINING LAB OPERATING SYSTEMS / PD	336104	7/10/18	53,851.25
U S BANK	MONTHLY CREDIT CARD STATEMENT JUNE	336105	7/10/18	1,069.95
U S HEALTHWORKS	DOT EXAM / PD	336106	7/10/18	96.00
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES PW	336107	7/10/18	431.04
WILLDAN FINANCIAL SERVICES	USER FEE STUDY	336108	7/10/18	2,762.50
WILLY'S ELECTRONIC SUPPLY	MOP 45763 AUTO SUPPLIES PW	336109	7/10/18	43.50
WRIGLEY'S SUPERMARKETS	FRUITS AND INFUSED WATER FOR AQUATIC ADV	336110	7/10/18	41.40
ZOLL MEDICAL CORP	PEDIATRIC DIGIT SENSOR	336111	7/10/18	396.80
			A/P Total	487,360.93
WIRED PAYMENTS				
CITY NATIONAL BANK	LEASE PAYMENT #33 ENERGY PROJECT	643968	7/9/18	43,101.10
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET JUN 2018	643992	7/9/18	32,436.30
ADMINSURE INC	W/C ACCT REPLENISHMENT FOR PERIOD JUNE	644031	7/9/18	62,212.15

GRAND TOTAL

\$ 625,110.48

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Raberts, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE (COMMITTEE
RONALD J. MORRISO	ON, MAYOR-CHAIRMAN
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	JERRY CANO, MEMBER
	CLAIMS AND DEMANDS WERE APPROVED AND SSUE SAID WARRANTS IN PAYMENT THEREOF MBER 2018.
AYES	
NAYS	
ABSENT	

The following page(s) contain the backup material for Agenda Item: Warrant Register #3 for the period of 07/11/18 through 07/17/18 in the amount of \$2,624,474.40. (Finance) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018 **AGENDA ITEM NO.:** ITEM TITLE: Warrant Register #3 for the period of 07/11/18 through 07/17/18 in the amount of \$2,624,474.40. (Finance) PREPARED BY: Karla Apalategui, Accounting Assistant **DEPARTMENT:** Finance APPROVED BY: Wark Raberto **PHONE:** 619-336-4572 **EXPLANATION:** Per Government Section Code 37208, attached are the warrants issued for the period of 07/11/18 through 07/17/18. Consistent with Department of Finance's practice, listed below are all payments above \$50,000. Vendor Check/Wire Amount Explanation Ameresco Inc 336114 404,279.26 **Energy Services Agreement** CSAC Excess Ins Authority 336124 Excess W/C Program 197,298.00 Wilson Avenue W. 22nd Street Pal Gen Engineering Inc 336137 177.616.94 Westside Mobility Improv. Palm Engineering 336138 204,494.40 Wilson Ave. & W. 22nd St. Project Professionals Corp 336139 59.088.35 Public Emp Ret System Service Period 6/19/18 – 7/02/18 7132018 230,840.07 APPROVED: Wark Raberts FINANCE FINANCIAL STATEMENT: ACCOUNT NO. MIS APPROVED: Warrant total \$2,624,474.40. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION FINAL ADOPTION STAFF RECOMMENDATION: Ratify warrants totaling \$2,624,474.40 **BOARD / COMMISSION RECOMMENDATION:**

ATTACHMENTS:
Warrant Register #3

220 of 413



WARRANT REGISTER # 3 7/17/2018

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ALDEMCO	FOOD / NUTRITION CENTER	336112	7/17/18	125.63
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	336113	7/17/18	748.83
AMERESCO INC	ENERGY SERVICES AGREEMENT	336114	7/17/18	404,279.26
ANGEL PETALS	FLOWERS FOR MISS NATIONAL CITY	336115	7/17/18	444.59
ATKINS NORTH AMERICA INC	ALLEY DESIGN SERVICES	336116	7/17/18	2,930.00
AWARD MASTER	TIARAS FOR MISS NATIONAL CITY	336117	7/17/18	363.41
BANNER BANK	CITYWIDE ALLEY IMPROV.	336118	7/17/18	2,783.21
BLUE PACIFIC ENGINEERING	LINCOLN ACRES RAISED CROSSWALK	336119	7/17/18	9,969.50
BMI	MUSIC PERFORMANCE AGREEMENT-06/01/18-05/	336120	7/17/18	624.60
BSN SPORTS LLC	SUMMER YOUTH ACTIVITIES EQUIPMENT FOR CA	336121	7/17/18	990.52
CANON SOLUTIONS AMERICA INC.	PLOTWAVE 345 PRINTER SERVICE / ENG	336122	7/17/18	82.90
CHELIUS, A	TRAINING REIM ICAC /CHELIUS	336123	7/17/18	294.22
CSAC EXCESS INS AUTHORITY	EXCESS WORKERS' COMPENSATION PROGRAM	336124	7/17/18	197,298.00
D-MAX ENGINEERING	PARADISE CREEKDAC GRANT	336125	7/17/18	12,048.70
DUNBAR ARMORED INC	ARMORED SERVICES MAY 2018- FINANCE	336126	7/17/18	1,448.70
EXOS COMMUNITY SERVICES LLC	MANAGEMENT FEES / COMMUNITY SERVICES	336127	7/17/18	32,551.90
FEDEX	FED EX CHARGE, FIRE	336128	7/17/18	18.31
INNOVATIVE CONSTRUCTION	CITYWIDE PED. MIDBLOCK CROSSING	336129	7/17/18	32,726.00
KIMLEY HORN AND ASSOC INC	HARBISON AVENUE PROJECT	336130	7/17/18	33,961.95
KLOS, F	ADVANCED DISABILITY PENSION PAYMENT	336131	7/17/18	4,136.21
LIEBERT CASSIDY WHITMORE	LIABILITY CLAIM COST	336132	7/17/18	244.00
LOPEZ, J	MILEAGE AND EXPENSE REIMBURSEMENT -ENG	336133	7/17/18	40.62
MILLER, C	ADVANCED DISABILITY PENSION	336134	7/17/18	3,883.77
NERI LANDSCAPE ARCHITECTURE	PARADISE CREEK PARK	336135	7/17/18	6,612.00
NV5 INC	PARADISE CREEK PARK	336136	7/17/18	35,033.38
PAL GENERAL ENGINEERING INC	WILSON AVENUE W. 22ND STREET	336137	7/17/18	177,616.94
PALM ENGINEERING	WESTSIDE MOBILITY IMPROV.	336138	7/17/18	204,494.40
PROJECT PROFESSIONALS CORP	WILSON AVE. & W. 22ND ST.	336139	7/17/18	59,088.35
PRUDENTIAL OVERALL SUPPLY	MOP# 45742. LAUNDRY SVC/ NSD	336140	7/17/18	133.01
RELY ENVIRONMENTAL	HAZARDOUS WASTE SERVICES	336141	7/17/18	9,135.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	336142	7/17/18	2,220.47
SANCHEZ, E	BUILDING FEE REFUND	336143	7/17/18	758.90
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	336144	7/17/18	439.09
SOUTH COUNTY ECONOMIC	SCEDC MEMBERSHIP DUES / CMO/ 2018 -2019	336145	7/17/18	7,700.00
SPURLOCK LANDSCAPE ARCHITECTS	PARADISE CREEK PARK & TRAIL WAYF.	336146	7/17/18	156.25
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES/ENG.	336147	7/17/18	3,020.13
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	336148	7/17/18	6,944.10
TALLAL INC	SUMMER MOVIES IN THE PARK VINYL BANNERS	336149	7/17/18	211.49
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPPLIES / NSD	336150	7/17/18	5,737.83
TRAINING INNOVATIONS INC	TRAINING TMS ANNUAL FEE	336151	7/17/18	750.00
TRI GROUP CONSTRUCTION	18TH ST. PEDESTRIAN & BICYCLE EH.	336152	7/17/18	8,839.88
WHITE WHALE PROPERTIES INC	REFUND OF PERF CASH BOND T&A 90193 - ENG	336153	7/17/18	25,449.71

A/P Total 1,296,335.76



WARRANT REGISTER #3 7/17/2018

PAYEE		DESCRIPTION		CHK NO	DATE	AMOUNT
WIRED PAYMENTS						
PAYCHEX BENEFIT TE	CHNOLOGIES	BENETRAC ESR SERVIO	CES BASE FEE JUL 2018	124166	7/13/18	531.30
PUBLIC EMP RETIREM	ENT SYSTEM	SERVICE PERIOD 6/19/1	18 - 7/02/18	7132018	7/13/18	230,840.07
PAYROLL						
Pay period	Start Date	End Date	Check Date			
15	7/3/2018	7/16/2018	7/25/2018			1,096,767.27
			GRAND TOTA	L		\$ 2,624,474.40

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Raberto	
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE C	COMMITTEE
RONALD J. MORRISO	N, MAYOR-CHAIRMAN
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	JERRY CANO, MEMBER
	LAIMS AND DEMANDS WERE APPROVED AND SSUE SAID WARRANTS IN PAYMENT THEREOF MBER 2018.
AYES	
NAYS	
ARSENT	

The following page(s) contain the backup material for Agenda Item: Warrant Register #4 for the period of 07/18/18 through 07/24/18 in the amount of \$703,621.25. (Finance) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018 **AGENDA ITEM NO.:** ITEM TITLE: Warrant Register #4 for the period of 07/18/18 through 07/24/18 in the amount of \$703,621.25. (Finance) PREPARED BY: Karla Apalategui, Accounting Assistant **DEPARTMENT:** Finance APPROVED BY: Wark Raberto **PHONE:** 619-336-4572 **EXPLANATION:** Per Government Section Code 37208, attached are the warrants issued for the period of 07/18/18 through 07/24/18. Consistent with Department of Finance's practice, listed below are all payments above \$50,000. Vendor Check/Wire Explanation Amount Bank of New York Mellon 576012 453,372.75 HUD Section 108 Loan Payment APPROVED: Wark Raberts FINANCE FINANCIAL STATEMENT: ACCOUNT NO. APPROVED: MIS Warrant total \$703,621.25. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION | FINAL ADOPTION | STAFF RECOMMENDATION: Ratify warrants totaling \$703,621.25

ATTACHMENTS:

Warrant Register #4

BOARD / COMMISSION RECOMMENDATION:



WARRANT REGISTER # 4 7/24/2018

DE PASCALE, A EDUCATIONAL REIMBURSEMENT 336154 77,24/18 1,241,51 DMAX ENGINEERING TAA89010 ENPING INVESTMENT 336155 72,4418 7,680,09 HARRIS & ASSOCIATES INC TAA890232 PARCEL MAP (BRENCICK) 336158 72,4418 7,686,00 LINDA, A RETIREE HEALTH BENEFIT FOR RECORDING DOC. 336159 772,418 15,00 LANDA, A RETIREE HEALTH BENEFIT FOR JULY 2018 336159 772,418 15,50 PIERSON, D EDUCATIONAL REIBBURSEMENT 336161 772,418 16,692,50 PIERSON, D EDUCATIONAL REIBBURSEMENT 336161 772,418 16,092,20 STOTATA FORDER TARA90260 BAYSHORE BIKEWAY 336161 772,418 16,092,20 ABLE PATROL & GUARD SECURITY GUARD SERVICE FOR FY2018 336163 724,18 3,138,25 AGURRE, C REIMB FOR ECON ROUNTABLE / HOUSING 336164 772,418 3,134,25 AGURRE, C REIMB FOR ECON ROUNTABLE / HOUSING 336164 772,418 3,301,08 AR POLLUTION CONTROL DISTRICT AREIM FOR EVENTION ASSEMBLY TESTER CETT 336167	PAYEE	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
HABRIS A ASSOCIATES INC	DE PASCALE, A	EDUCATIONAL REIMBURSEMENT	336154	7/24/18	1,241.51
HUTCHINSON, C REIMBURSEMENT FOR RECORDING DOC. 336157 7,2418 62,50 LANDA, A REFUND OF T&A 90286 - ENG 336158 7,2418 7,043.86 LANDA, A REFUND OF T&A 90286 - ENG 336159 7,2418 7,043.86 LANDA, A RETIREE HEALTH BENEFIT FOR JULY 2018 336159 7,2418 871.00 75.00 RESON, D EDUCATIONAL REIMBURSEMENT 336160 7,2418 871.00 75.00 7,2418 16,50.20 7,2418 16,50.20 7,2418 16,50.20 7,2418 16,50.20 7,2418 16,50.20 7,2418 16,50.20 7,2418 16,50.20 7,2418 16,50.20 7,2418 16,50.20 7,2418 16,50.20 7,2418 16,50.20 7,2418 1,388.00 7,2418 7,2418 1,388.00 7,2418 7,2418 1,388.00 7,2418 1,389.00 7,2418 1,389	D-MAX ENGINEERING	T&A#90101 ENPING INVESTMENT	336155	7/24/18	5,780.09
JESSICA ROMERO	HARRIS & ASSOCIATES INC	T&A#90292 PARCEL MAP (BRENCICK)	336156	7/24/18	7,666.00
LANDA. A RETIREE HEALTH BENEFIT FOR JULY 2018 336169 7/24/18 871.00 PIERSON, D EDUCATIONAL REIMBURSEMENT 336160 7/24/18 10,692.26 REGIONAL TRAINING CENTER TRAINING TUITION ICI OIS/GONZALES /PD 336162 7/24/18 1,388.00 ABLE PATROL. & GUARD SECURITY GUARD SERVICE FOR FY2018 336162 7/24/18 1,388.00 ABLE PATROL. & GUARD SECURITY GUARD SERVICE FOR FY2018 336162 7/24/18 3,1342.55 AGUIRRE, C REIMB FOR ECON ROUNDTABLE / HOUSING 336164 7/24/18 21.99 AIR POLLUTION CONTROL DISTRICT APOC FEES FIRE STA. 431 336165 7/24/18 22.99 AIR POLLUTION CONTROL DISTRICT APOC FEES FIRE STA. 431 336166 7/24/18 23.90.00 ASSOCIATED BUILDERS BACKELOW PREVENTION ASSEMBLY TESTER CERT 336167 7/24/18 2.390.00 ASSOCIATED BUILDERS BACKELOW PREVENTION ASSEMBLY TESTER CERT 336167 7/24/18 2.390.00 ASSOCIATION OF THREAT ATAST SEC PHONE SERVICE JUNE 336170 7/24/18 360.36 ATAT ATAST SEC PHONE SERVICE JUNE 336170 7/24/18 360.36 ATAT ATAST SEC PHONE SERVICE JUNE 336170 7/24/18 384.00 AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336172 7/24/18 341.15 AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336172 7/24/18 341.15 BAKER & TAYLOR BOOKS AS NEEDED FOR PY2018 - LIBRARY 336170 7/24/18 191.51 BAKER & TAYLOR BOOKS AS NEEDED FOR PY2018 - LIBRARY 336170 7/24/18 191.51 BAKER & TAYLOR BOOKS AS NEEDED FOR PY2018 - LIBRARY 336170 7/24/18 191.51 BAKER & TAYLOR BOOKS AS NEEDED FOR PY2018 - LIBRARY 336170 7/24/18 191.51 BOGLE, J REIMBURSE PR DEDUCTION 6/31/18 336170 7/24/18 191.51 BOGLE, J REIMBURSE PR DEDUCTION 6/31/18 336170 7/24/18 191.51 BOGLE, J REIMBURSE PR DEDUCTION 6/31/18 336170 7/24/18 191.51 BOGLE, J REIMBURSE PR DEDUCTION 6/31/18 336170 7/24/18 191.51 BOGLE, J REIMBURSE PR DEDUCTION 6/31/18 336170 7/24/18 191.50 BOGLE, J REIMBURSE PR DEDUCTION 6/31/18 336170 7/24/18 191.50	HUTCHINSON, C	REIMBURSEMENT FOR RECORDING DOC.	336157	7/24/18	62.50
PIERSON, D	JESSICA ROMERO	REFUND OF T&A 90266 - ENG	336158	7/24/18	7,043.86
STC TRAFFIC INC T&A#90260 BAYSHORE BIKEWAY 336161 7724/18 10,692,50 REGIONAL TRAINING CENTER TRAINING TUTION ICI OIS/GONZALES / PD 336162 7724/18 1,388,00 ABLE PATROL & GUARD SECURITY GUARD SERVICE FOR FY2018 336163 7724/18 1,388,00 AGUIRRE, C REIMB FOR ECON ROUNDTABLE / HOUSING 336164 7724/18 21.99 AIR POLLUTION CONTROL DISTRICT APDC FEES FIRE STA . #31 336166 7724/18 3,301.08 ASSOCIATED BUILDERS BACKFLOW PREVENTION ASSEMBLY TESTER CERT 336166 7724/18 2,390.00 ASSOCIATION OF THREAT TRAINING TUTITION THREAT ASSESSMENT /SEGAL 336168 7724/18 360.36 ATAT ATAT SBC PHONE SERVICE JULY 336170 7724/18 380.36 AYDELOTTE, D TRAINING ADV SUBP POST SILK! POLICE 336171 7724/18 381.00 AYDELOTTE, D TRAINING REIM SLI 4/ POLICE 336173 7724/18 381.05 AYDELOTTE, D TRAINING REIM SLI 4/ POLICE 336173 7724/18 191.51 BAKER A TAYLOR BOOKS AS NEEDEDE FOR PY2018 - LIBRARY	LANDA, A	RETIREE HEALTH BENEFIT FOR JULY 2018	336159	7/24/18	155.00
REGIONAL TRAINING CENTER TRAINING TUITION ICI OIS/GONZALES / PD 336162 7/24/18 1,388.00 ABLE PATROL & GUARD SECURITY GUARD SERVICE FOR FY2018 36164 7/24/18 3,134.25 AGUIRRE, C REIMB FOR ECON ROUNDTABLE / HOUSING 336164 7/24/18 21.99 AIR POLLUTION CONTROL DISTRICT APOC FEES FIRE STA. #31 336166 7/24/18 52.10 AMAZON BOOKS AS NEEDED FOR PY2018 - LIBRARY 336166 7/24/18 3.301.08 ASSOCIATED BUILDERS BACKFILOW PREVENTION ASSEMBLY TESTER CERT 336167 7/24/18 6.75.00 ASSOCIATED THEAT TRAINING TUITION THREAT ASSESSMENT //SEGAL 336169 7/24/18 6.75.00 ASSOCIATED THEAT AT&T SBC PHONE SERVICE JULY 336170 7/24/18 80.03 ATST SAC PHONE SERVICE JULY 336170 7/24/18 80.03 AYDELOTTE, D TRAINING ADW SUB POST SULÉ POLICE 336172 7/24/18 384.02 AYDELOTTE, D TRAINING REIM SUL 4/ POLICE 336173 7/24/18 191.51 AYDELOTTE, D TRAINING REIM SUL 4/ POLICE 336173 7/24/	PIERSON, D	EDUCATIONAL REIMBURSEMENT	336160	7/24/18	871.00
ABLE PATROL & GUARD SECURITY GUARD SERVICE FOR FY2018 AGUIRRE, C REIMB FOR ECON ROUNDTABLE? HOUSING ASSIGNATION CONTROL DISTRICT APPOC FEES FIRE STA. #31 APPOC FEES FIRE STA. #31 ASSIGNATION CONTROL DISTRICT APPOC FEES FIRE STA. #31 ASSIGNATION CONTROL	STC TRAFFIC INC	T&A#90260 BAYSHORE BIKEWAY	336161	7/24/18	10,692.50
AGUIRRE, C REIMB FOR ECON ROUNDTABLE / HOUSING 336164 7/24/18 2.1.99 AIR POLLUTION CONTROL DISTRICT APDC FEES FIRE STA. #31 336165 7/24/18 52.1.00 AMAZON BOOKS AS NEEDDE FOR PY2018 - LIBRARY 336166 7/24/18 3.301.08 ASSOCIATED BUILDERS BACKFLOW PREVENTION ASSEMBLY TESTER CERT 336166 7/24/18 2.390.00 ASSOCIATION OF THREAT TRAINING TUITION THREAT ASSESSMENT /SEGAL 336169 7/24/18 675.00 AT&T AT&T SBC PHONE SERVICE JULY 336170 7/24/18 386.03 AYDELOTTE, D TRAINING REM SLI 3/ POLICE 336171 7/24/18 384.00 AYDELOTTE, D TRAINING REM SLI 3/ POLICE 336172 7/24/18 341.15 AYDELOTTE, D TRAINING REIM SLI 4/ POLICE 336173 7/24/18 191.51 BAKER & TAYLOR BOOKS AS NEEDED FOR PY2018 - LIBRARY 336173 7/24/18 191.51 BARAHURA, D TRAINING REIM SIPS ATCH/BARAHURA 336175 7/24/18 197.47 BUNT, D REIMBURSE P/R DEDUCTION 6/13/18 336175 7/24/18	REGIONAL TRAINING CENTER	TRAINING TUITION ICI OIS/GONZALES / PD	336162	7/24/18	1,388.00
AIR POLLUTION CONTROL DISTRICT	ABLE PATROL & GUARD	SECURITY GUARD SERVICE FOR FY2018	336163	7/24/18	3,134.25
AMAZON BOOKS AS NEEDED FOR FY2018 - LIBRARY 336166 7/24/18 3,301.08 ASSOCIATED BUILDERS BACKFLOW PREVENTION ASSEMBLY TESTER CERT 336168 7/24/18 2,390.00 ASSOCIATION OF THREAT TRAINING TUITION THREAT ASSESSMENT /SEGAL 336168 7/24/18 360.36 AT&T AT&T SBC PHONE SERVICE JUNE 336169 7/24/18 80.23 AYDELOTTE, D TRAINING ADV SUB POST SLIG POLICE 336170 7/24/18 384.00 AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336173 7/24/18 394.15 AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336173 7/24/18 191.51 AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336173 7/24/18 191.51 AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336174 7/24/18 191.51 AYDELOTTE, D TRAINING REIM SLI 4/ POLICE 336174 7/24/18 191.51 AYDELOTTE, D TRAINING REIM SLI 4/ POLICE 336174 7/24/18 191.51 BAKER & TAYLOR BOOKS AS NEEDED FOOR PY2018 - LIBRARY 336177 7/24/18 110	AGUIRRE, C	REIMB FOR ECON ROUNDTABLE / HOUSING	336164	7/24/18	21.99
ASSOCIATED BUILDERS BACKFLOW PREVENTION ASSEMBLY TESTER CERT 336167 7/24/18 2,390.00 ASSOCIATION OF THREAT TRAINING TUITION THREAT ASSESSMENT /SEGAL 336168 7/24/18 675.00 AT&T AT&T SBC PHONE SERVICE JULY 336170 7/24/18 360.36 AT&T AT&T SBC PHONE SERVICE JULY 336171 7/24/18 384.00 AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336171 7/24/18 384.00 AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336173 7/24/18 341.15 BAKER & TAYLOR BOOKS AS NEEDED FOR PY2018 - UBRARY 336174 7/24/18 19.151 BAKER & TAYLOR BOOKS AS NEEDED FOR PY2018 - UBRARY 336175 7/24/18 19.747 BAKER & TAYLOR BOOKS AS NEEDED FOR PY2018 - UBRARY 336176 7/24/18 19.750 BAKER & TAYLOR BOOKS AS NEEDED FOR PY2018 - UBRARY 336176 7/24/18 19.750 BAKER & TAYLOR BOOKS FOR PY2018 - UBRARY 336177 7/24/18 19.750 BOLDATION EMPLOYEE REIMBURSEMENT - LIBRARY 336177 7/24/18	AIR POLLUTION CONTROL DISTRICT	APDC FEES FIRE STA . #31	336165	7/24/18	521.00
ASSOCIATION OF THREAT TRAINING TUITION THREAT ASSESSMENT /SEGAL 336168 7/24/18 675.00 AT&T AT&T SEC PHONE SERVICE JUNE 336169 7/24/18 360.36 AT&T AT&T SEC PHONE SERVICE JUNE 336170 7/24/18 360.36 AYDELOTTE, D TRAINING ADV SUB POST SLI6/ POLICE 336171 7/24/18 344.00 AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336172 7/24/18 341.15 AYDELOTTE, D TRAINING REIM SLI 4/ POLICE 336173 7/24/18 341.15 BAKER & TAYLOR BOOKS AS NEEDED FOR FY2018 - LIBRARY 336174 7/24/18 197.47 BLUNT, D REIMBURSE PIR DEDUCTION 6/13/18 336175 7/24/18 197.47 BLUNT, D REIMBURSE PIR DEDUCTION 6/13/18 336175 7/24/18 197.32 BOGLE, J REIMBURSE PIR DEDUCTION 6/13/18 336175 7/24/18 155.00 BOGLE, J REIMBURSE PIR DEDUCTION 6/27/18 336179 7/24/18 55.00 BOGLE, J CLOSED ACCOUNT REIMBURSEMENT 7/11/18 336180 7/24/18 55.00	AMAZON	BOOKS AS NEEDED FOR FY2018 - LIBRARY	336166	7/24/18	3,301.08
AT&T AT&T SBC PHONE SERVICE JUNE 336169 7/24/18 360.36 AT&T AT&T SBC PHONE SERVICE JULY 336170 7/24/18 80.23 AYDELOTTE, D TRAINING ADV SUB POST SLIG/ POLICE 336172 7/24/18 384.00 AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336172 7/24/18 341.15 AYDELOTTE, D TRAINING REIM SLI 4/ POLICE 336173 7/24/18 191.51 BAKER & TAYLOR BOOKS AS NEEDED FOR FY2018 - LIBRARY 336174 7/24/18 191.51 BAKER & TAYLOR BOOKS AS NEEDED FOR FY2018 - LIBRARY 336175 7/24/18 197.47 BARAHURA, D TRAINING REIM DISPATCH/BARAHURA 336175 7/24/18 197.47 BUNT, D REIMBURSE P/R DEDUCTION 6/13/18 336176 7/24/18 197.47 BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336177 7/24/18 157.00 BOGLE, J CLOSED ACCOUNT REIMBURSEMENT 7/11/18 336187 7/24/18 55.00 BOGLE, J CLOSED ACCOUNT REIMBURSEMENT 7/11/18 336180 7/24/18 25.00 <	ASSOCIATED BUILDERS	BACKFLOW PREVENTION ASSEMBLY TESTER CERT	336167	7/24/18	2,390.00
AT&T AT&T SBC PHONE SERVICE JULY 336170 7/24/18 80.23 AYDELOTTE, D TRAINING ADV SUB POST SLIG/ POLICE 336171 7/24/18 384.00 AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336173 7/24/18 341.15 AYDELOTTE, D TRAINING REIM SLI 4/ POLICE 336173 7/24/18 191.51 BAKER & TAYLOR BOOKS AS NEEDED FOR FY2018 - LIBRARY 336174 7/24/18 19.582 BARAHURA, D TRAINING REIM DISPATCH/BARAHURA 336175 7/24/18 197.57 BLUNT, D REIMBURSE P/R DEDUCTION 6/13/18 336176 7/24/18 197.50 BOOLE, J REIMBURSE P/R DEDUCTION 6/27/18 336177 7/24/18 55.00 BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336179 7/24/18 55.00 BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336179 7/24/18 55.00 BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336179 7/24/18 55.00 BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336179 7/24/18 55.00 BOGLE, J <td>ASSOCIATION OF THREAT</td> <td>TRAINING TUITION THREAT ASSESSMENT /SEGAL</td> <td>336168</td> <td>7/24/18</td> <td>675.00</td>	ASSOCIATION OF THREAT	TRAINING TUITION THREAT ASSESSMENT /SEGAL	336168	7/24/18	675.00
AYDELOTTE, D	AT&T	AT&T SBC PHONE SERVICE JUNE	336169	7/24/18	360.36
AYDELOTTE, D TRAINING REIM SLI 3/ POLICE 336172 7/24/18 341.15 AYDELOTTE, D TRAINING REIM SLI 4/ POLICE 336173 7/24/18 191.51 BAKER & TAYLOR BOOKS AS NEEDED FOR FY2018 - LIBRARY 336174 7/24/18 191.51 BAKER & TAYLOR BOOKS AS NEEDED FOR FY2018 - LIBRARY 336174 7/24/18 1.97.47 BLUNT, D TRAINING REIM DISPATCH/BARAHURA 336175 7/24/18 1.97.47 BLUNT, D REIMBURSE P/R DEDUCTION 6/13/18 336176 7/24/18 75.00 BOATMAN, M EMPLOYEE REIMBURSEMENT - LIBRARY 336177 7/24/18 157.00 BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336178 7/24/18 55.00 BRODART CO BOOKS FOR FY2018 - LIBRARY 336190 7/24/18 55.00 BRODART CO BOOKS FOR FY2018 - LIBRARY 336180 7/24/18 55.00 CA IF FOR FIRE LTD - JUL 2018 336181 7/24/18 931.00 CALIFORNIA LAW ENFORCEMENT PD LTD - JUL 2018 336182 7/24/18 2.094.75 CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336183 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336187 7/24/18 56.25 COX COMMUNICATIONS COX DATA VIDEO SERVICES FOR 1 YEAR / MIS 336187 7/24/18 13,116.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336187 7/24/18 128,000.00 COUNTY OF SAN DIEGO CO OF SD SHARE OF PARKING CITATION MAY 2018 336187 7/24/18 2.284.90 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 2.284.90 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 129.00 ENSCO INFORMATION SERVICES LEARNING REM FTO UPD/DOUGHTERY 336191 7/24/18 129.00 ENSCO INFORMATION SERVICES LEARNING REM FTO UPD/DOUGHTERY 336191 7/24/18 129.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336191 7/24/18 8.295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336191 7/24/18 8.295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336195 7/24/18 8.295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336195 7/24/18 8.295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336195 7/24/18 8.295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET D	AT&T	AT&T SBC PHONE SERVICE JULY	336170	7/24/18	80.23
AYDELOTTE, D TRAINING REIM SLI 4/ POLICE 336173 7/24/18 191.51 BAKER & TAYLOR BOOKS AS NEEDED FOR FY2018 - LIBRARY 336174 7/24/18 1,035.82 BARAHURA, D TRAINING REIM DISPATCH/BARAHURA 336175 7/24/18 197.47 BLUNT, D REIMBURSE P/R DEDUCTION 6/13/18 336176 7/24/18 75.00 BOATMAN, M EMPLOYEE REIMBURSEMENT - LIBRARY 336177 7/24/18 137.32 BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336178 7/24/18 55.00 BRODART CO BOOKS FOR FY2018 - LIBRARY 336180 7/24/18 55.00 BRODART CO BOOKS FOR FY2018 - LIBRARY 336181 7/24/18 55.00 BRODART CO BOOKS FOR FY2018 - LIBRARY 336181 7/24/18 55.00 CA P F FIRE LTD - JUL 2018 336181 7/24/18 931.00 CALIFORNIA LAW ENFORCEMENT PD LTD - JUL 2018 336182 7/24/18 2,094.75 CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336183 7/24/18 2,294.90 CHISTENS	AYDELOTTE, D	TRAINING ADV SUB POST SLI6/ POLICE	336171	7/24/18	384.00
BAKER & TAYLOR BOOKS AS NEEDED FOR FY2018 - LIBRARY 336174 7/24/18 1,035.82 BARAHURA, D TRAINING REIM DISPATCH/BARAHURA 336175 7/24/18 197.47 BLUNT, D REIMBURSE P/R DEDUCTION 6/13/18 336176 7/24/18 75.00 BOATMAN, M EMPLOYEE REIMBURSE MENT - LIBRARY 336177 7/24/18 55.00 BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336178 7/24/18 55.00 BRODART CO BOOKS FOR FY2018 - LIBRARY 336180 7/24/18 215.65 C A P F FIRE LTD - JUL 2018 336181 7/24/18 215.65 CALIFORNIA LAW ENFORCEMENT PD LTD - JUL 2018 336182 7/24/18 2.094.75 CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336183 7/24/18 225.00 CHRISTENSEN & SPATH LLP CHRISTENSEN & SPATH - WESTSIDE TOD 336184 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 28.000.00 COHERO RMES SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 10,600.50	AYDELOTTE, D	TRAINING REIM SLI 3/ POLICE	336172	7/24/18	341.15
BARAHURA, D TRAINING REIM DISPATCH/BARAHURA 336175 7/24/18 197.47 BLUNT, D REIMBURSE P/R DEDUCTION 6/13/18 336176 7/24/18 75.00 BOATMAN, M EMPLOYEE REIMBURSEMENT - LIBRARY 336177 7/24/18 137.32 BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336178 7/24/18 55.00 BRODART CO BOOKS FOR FY2018 - LIBRARY 336180 7/24/18 215.65 C A P F FIRE LTD - JUL 2018 336181 7/24/18 215.65 C AJ F FIRE LTD - JUL 2018 336182 7/24/18 293.10 CALIFORNIA LAW ENFORCEMENT PD LTD - JUL 2018 336182 7/24/18 2094.75 CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336184 7/24/18 225.00 CHRISTENSEN & SPATH LLP CHRISTENSEN & SPATH - WESTSIDE TOD 336184 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 1,316.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 1,3600.50 C	AYDELOTTE, D	TRAINING REIM SLI 4/ POLICE	336173	7/24/18	191.51
BLUNT, D REIMBURSE P/R DEDUCTION 6/13/18 336176 7/24/18 75.00 BOATMAN, M EMPLOYEE REIMBURSEMENT - LIBRARY 336177 7/24/18 137.32 BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336177 7/24/18 55.00 BOGLE, J CLOSED ACCOUNT REIMBURSEMENT 7/11/18 336179 7/24/18 55.00 BRODART CO BOOKS FOR FY2018 - LIBRARY 336180 7/24/18 215.66 C A P F FIRE LTD - JUL 2018 336181 7/24/18 931.00 CALIFORNIA LAW ENFORCEMENT PD LTD - JUL 2018 336182 7/24/18 2,094.75 CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336183 7/24/18 2,094.75 CHRISTENSEN & SPATH LLP CHRISTENSEN & SPATH - WESTSIDE TOD 336183 7/24/18 255.00 CHRISTENSEN & SPATH LP CHRISTENSEN & SPATH - WESTSIDE TOD 336186 7/24/18 28,000.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 1316.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 14,000	BAKER & TAYLOR	BOOKS AS NEEDED FOR FY2018 - LIBRARY	336174	7/24/18	1,035.82
BOATMAN, M EMPLOYEE REIMBURSEMENT - LIBRARY 336177 7/24/18 137.32 BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336178 7/24/18 55.00 BOGLE, J CLOSED ACCOUNT REIMBURSEMENT 7/11/18 336179 7/24/18 55.00 BRODART CO BOOKS FOR FY2018 - LIBRARY 336180 7/24/18 215.65 CA P F FIRE LTD - JUL 2018 336181 7/24/18 2,094.75 CALIFORNIA LAW ENFORCEMENT PD LTD - JUL 2018 336182 7/24/18 2,094.75 CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336183 7/24/18 225.00 CHRISTENSEN & SPATH LLP CHRISTENSEN & SPATH - WESTSIDE TOD 336184 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 1,316.00 COUNTY OF SAN DIEGO CO F SD SHARE OF PARKING CITATION MAY 2018 336186 7/24/18 1,316.00 COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336189 7/24/18 4,437.56 DANIELS TIRE SERVICE TIRES FOR FLEET 336189 7/24/18 1,22	BARAHURA, D	TRAINING REIM DISPATCH/BARAHURA	336175	7/24/18	197.47
BOGLE, J REIMBURSE P/R DEDUCTION 6/27/18 336178 7/24/18 55.00 BOGLE, J CLOSED ACCOUNT REIMBURSEMENT 7/11/18 336179 7/24/18 55.00 BRODART CO BOOKS FOR FY2018 - LIBRARY 336180 7/24/18 215.65 C A P F FIRE LTD - JUL 2018 336181 7/24/18 931.00 CALIFORNIA LAW ENFORCEMENT PD LTD - JUL 2018 336182 7/24/18 2,094.75 CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336183 7/24/18 225.00 CHRISTENSEN & SPATH LLP CHRISTENSEN & SPATH - WESTSIDE TOD 336185 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 1,316.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 10,600.50 COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336188 7/24/18 4,437.56 DANIELS TIRE SERVICE TIRES FOR FLEET 336199 7/24/18 10,585 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 10,585	BLUNT, D	REIMBURSE P/R DEDUCTION 6/13/18	336176	7/24/18	75.00
BOGLE, J CLOSED ACCOUNT REIMBURSEMENT 7/11/18 336179 7/24/18 55.00 BRODART CO BOOKS FOR FY2018 - LIBRARY 336180 7/24/18 215.65 C A P F FIRE LTD - JUL 2018 336181 7/24/18 931.00 CALIFORNIA LAW ENFORCEMENT PD LTD - JUL 2018 336182 7/24/18 2,094.75 CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336183 7/24/18 225.00 CHRISTENSEN & SPATH LLP CHRISTENSEN & SPATH - WESTSIDE TOD 336184 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 1,316.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 28,000.00 COUNTY OF SAN DIEGO CO OF SD SHARE OF PARKING CITATION MAY 2018 336187 7/24/18 10,600.50 COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336188 7/24/18 4,437.56 DANIELS TIRE SERVICE TIRES FOR FLEET 336199 7/24/18 10,585 DOUGHERTY, J TRAINING REIM FTO UPD//DOUGHTERY 336190 7/24/18	BOATMAN, M	EMPLOYEE REIMBURSEMENT - LIBRARY	336177	7/24/18	137.32
BRODART CO BOOKS FOR FY2018 - LIBRARY 336180 7/24/18 215.65 C A P F FIRE LTD - JUL 2018 336181 7/24/18 931.00 CALIFORNIA LAW ENFORCEMENT PD LTD - JUL 2018 336182 7/24/18 2,094.75 CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336183 7/24/18 225.00 CHRISTENSEN & SPATH LLP CHRISTENSEN & SPATH - WESTSIDE TOD 336184 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 1,316.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 28,000.00 COUNTY OF SAN DIEGO CO OF SD SHARE OF PARKING CITATION MAY 2018 336187 7/24/18 10,600.50 COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336188 7/24/18 1,600.50 DANIELS TIRE SERVICE TIRES FOR FLEET 336199 7/24/18 1,058.50 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 105.85 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 <td>BOGLE, J</td> <td>REIMBURSE P/R DEDUCTION 6/27/18</td> <td>336178</td> <td>7/24/18</td> <td>55.00</td>	BOGLE, J	REIMBURSE P/R DEDUCTION 6/27/18	336178	7/24/18	55.00
C A P F FIRE LTD - JUL 2018 336181 7/24/18 931.00 CALIFORNIA LAW ENFORCEMENT PD LTD - JUL 2018 336182 7/24/18 2,094.75 CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336183 7/24/18 225.00 CHRISTENSEN & SPATH LLP CHRISTENSEN & SPATH - WESTSIDE TOD 336184 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 1,316.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 28,000.00 COUNTY OF SAN DIEGO CO OF SD SHARE OF PARKING CITATION MAY 2018 336187 7/24/18 10,600.50 COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336188 7/24/18 4,437.56 DANIELS TIRE SERVICE TIRES FOR FLEET 336189 7/24/18 2,284.90 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 105.85 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 8.295.00 EBSCO INFORMATION SERVICES LEARNING EXPRESS LIBRARY 3.0~ - LIBRARY 3361	BOGLE, J	CLOSED ACCOUNT REIMBURSEMENT 7/11/18	336179	7/24/18	55.00
CALIFORNIA LAW ENFORCEMENT PD LTD - JUL 2018 336182 7/24/18 2,094.75 CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336183 7/24/18 225.00 CHRISTENSEN & SPATH LLP CHRISTENSEN & SPATH - WESTSIDE TOD 336184 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 1,316.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 28,000.00 COUNTY OF SAN DIEGO CO OF SD SHARE OF PARKING CITATION MAY 2018 336187 7/24/18 10,600.50 COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336188 7/24/18 4,437.56 DANIELS TIRE SERVICE TIRES FOR FLEET 336189 7/24/18 2,284.90 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 105.85 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 8,295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 6,834.94 FEDEX 3 CIP AGREEMENT 33619	BRODART CO	BOOKS FOR FY2018 - LIBRARY	336180	7/24/18	215.65
CASAS, LAURA INTERPRETATION SVCS 07/03/18 REGULAR 336183 7/24/18 225.00 CHRISTENSEN & SPATH LLP CHRISTENSEN & SPATH - WESTSIDE TOD 336184 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 1,316.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 28,000.00 COUNTY OF SAN DIEGO CO OF SD SHARE OF PARKING CITATION MAY 2018 336187 7/24/18 10,600.50 COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336188 7/24/18 4,437.56 DANIELS TIRE SERVICE TIRES FOR FLEET 336189 7/24/18 2,284.90 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 105.85 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 129.00 EBSCO INFORMATION SERVICES LEARNING EXPRESS LIBRARY 3.0~ - LIBRARY 336192 7/24/18 8,295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 6,834.94 FEDEX 3 CIP AGREEMENT <td>CAPF</td> <td>FIRE LTD - JUL 2018</td> <td>336181</td> <td>7/24/18</td> <td>931.00</td>	CAPF	FIRE LTD - JUL 2018	336181	7/24/18	931.00
CHRISTENSEN & SPATH LLP CHRISTENSEN & SPATH - WESTSIDE TOD 336184 7/24/18 56.25 CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 1,316.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 28,000.00 COUNTY OF SAN DIEGO CO OF SD SHARE OF PARKING CITATION MAY 2018 336187 7/24/18 10,600.50 COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336188 7/24/18 4,437.56 DANIELS TIRE SERVICE TIRES FOR FLEET 336189 7/24/18 2,284.90 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 105.85 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 129.00 EBSCO INFORMATION SERVICES LEARNING EXPRESS LIBRARY 3.0~ - LIBRARY 336192 7/24/18 8,295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 93.99 FIRE ETC REPAIR KIT 336195 7/24/18 370.00 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COS	CALIFORNIA LAW ENFORCEMENT	PD LTD - JUL 2018	336182	7/24/18	2,094.75
CITY OF SAN DIEGO METROPOLITAN INDUSTRIAL 336185 7/24/18 1,316.00 COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 28,000.00 COUNTY OF SAN DIEGO CO OF SD SHARE OF PARKING CITATION MAY 2018 336187 7/24/18 10,600.50 COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336188 7/24/18 4,437.56 DANIELS TIRE SERVICE TIRES FOR FLEET 336189 7/24/18 2,284.90 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 105.85 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 129.00 EBSCO INFORMATION SERVICES LEARNING EXPRESS LIBRARY 3.0~ - LIBRARY 336192 7/24/18 8,295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 93.99 FIRE ETC REPAIR KIT 336195 7/24/18 370.00 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING	CASAS, LAURA	INTERPRETATION SVCS 07/03/18 REGULAR	336183	7/24/18	225.00
COHERO RMS SUPPORT SERVICES FOR 1 YEAR / MIS 336186 7/24/18 28,000.00 COUNTY OF SAN DIEGO CO OF SD SHARE OF PARKING CITATION MAY 2018 336187 7/24/18 10,600.50 COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336188 7/24/18 4,437.56 DANIELS TIRE SERVICE TIRES FOR FLEET 336189 7/24/18 2,284.90 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 105.85 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 129.00 EBSCO INFORMATION SERVICES LEARNING EXPRESS LIBRARY 3.0~ - LIBRARY 336192 7/24/18 8,295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 6,834.94 FEDEX 3 CIP AGREEMENT 336194 7/24/18 93.99 FIRE ETC REPAIR KIT 336195 7/24/18 86.20 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197	CHRISTENSEN & SPATH LLP	CHRISTENSEN & SPATH - WESTSIDE TOD	336184	7/24/18	56.25
COUNTY OF SAN DIEGO CO OF SD SHARE OF PARKING CITATION MAY 2018 336187 7/24/18 10,600.50 COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336188 7/24/18 4,437.56 DANIELS TIRE SERVICE TIRES FOR FLEET 336189 7/24/18 2,284.90 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 105.85 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 129.00 EBSCO INFORMATION SERVICES LEARNING EXPRESS LIBRARY 3.0~ - LIBRARY 336192 7/24/18 8,295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 6,834.94 FEDEX 3 CIP AGREEMENT 336194 7/24/18 93.99 FIRE ETC REPAIR KIT 336195 7/24/18 86.20 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197 7/24/18 287.51	CITY OF SAN DIEGO	METROPOLITAN INDUSTRIAL	336185	7/24/18	1,316.00
COX COMMUNICATIONS COX DATA VIDEO SERVICES JULY 336188 7/24/18 4,437.56 DANIELS TIRE SERVICE TIRES FOR FLEET 336189 7/24/18 2,284.90 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 105.85 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 129.00 EBSCO INFORMATION SERVICES LEARNING EXPRESS LIBRARY 3.0~ - LIBRARY 336192 7/24/18 8,295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 6,834.94 FEDEX 3 CIP AGREEMENT 336194 7/24/18 93.99 FIRE ETC REPAIR KIT 336195 7/24/18 86.20 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197 7/24/18 287.51	COHERO	RMS SUPPORT SERVICES FOR 1 YEAR / MIS	336186	7/24/18	28,000.00
DANIELS TIRE SERVICE TIRES FOR FLEET 336189 7/24/18 2,284.90 DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 105.85 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 129.00 EBSCO INFORMATION SERVICES LEARNING EXPRESS LIBRARY 3.0~ - LIBRARY 336192 7/24/18 8,295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 6,834.94 FEDEX 3 CIP AGREEMENT 336194 7/24/18 93.99 FIRE ETC REPAIR KIT 336195 7/24/18 86.20 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197 7/24/18 287.51	COUNTY OF SAN DIEGO	CO OF SD SHARE OF PARKING CITATION MAY 2018	336187	7/24/18	10,600.50
DEMCO INC PROCESSING SUPPLIES FOR FY2018 - LIBRARY 336190 7/24/18 105.85 DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 129.00 EBSCO INFORMATION SERVICES LEARNING EXPRESS LIBRARY 3.0~ - LIBRARY 336192 7/24/18 8,295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 6,834.94 FEDEX 3 CIP AGREEMENT 336194 7/24/18 93.99 FIRE ETC REPAIR KIT 336195 7/24/18 86.20 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197 7/24/18 287.51	COX COMMUNICATIONS	COX DATA VIDEO SERVICES JULY	336188	7/24/18	4,437.56
DOUGHERTY, J TRAINING REIM FTO UPD/DOUGHTERY 336191 7/24/18 129.00 EBSCO INFORMATION SERVICES LEARNING EXPRESS LIBRARY 3.0~ - LIBRARY 336192 7/24/18 8,295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 6,834.94 FEDEX 3 CIP AGREEMENT 336194 7/24/18 93.99 FIRE ETC REPAIR KIT 336195 7/24/18 86.20 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197 7/24/18 287.51	DANIELS TIRE SERVICE	TIRES FOR FLEET	336189	7/24/18	2,284.90
EBSCO INFORMATION SERVICES LEARNING EXPRESS LIBRARY 3.0~ - LIBRARY 336192 7/24/18 8,295.00 ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 6,834.94 FEDEX 3 CIP AGREEMENT 336194 7/24/18 93.99 FIRE ETC REPAIR KIT 336195 7/24/18 86.20 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197 7/24/18 287.51	DEMCO INC	PROCESSING SUPPLIES FOR FY2018 - LIBRARY	336190	7/24/18	105.85
ENTERPRISE FLEET MANAGEMENT 2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW 336193 7/24/18 6,834.94 FEDEX 3 CIP AGREEMENT 336194 7/24/18 93.99 FIRE ETC REPAIR KIT 336195 7/24/18 86.20 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197 7/24/18 287.51	DOUGHERTY, J	TRAINING REIM FTO UPD/DOUGHTERY	336191	7/24/18	129.00
FEDEX 3 CIP AGREEMENT 336194 7/24/18 93.99 FIRE ETC REPAIR KIT 336195 7/24/18 86.20 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197 7/24/18 287.51	EBSCO INFORMATION SERVICES		336192	7/24/18	8,295.00
FIRE ETC REPAIR KIT 336195 7/24/18 86.20 FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197 7/24/18 287.51	ENTERPRISE FLEET MANAGEMENT	2018 FORD F350 AFTERMARKET DEPOSIT-ENG/PW	336193	7/24/18	6,834.94
FRIENDS OF THE READ S D LITERACY CONFERENCE REGISTRATION COSTS 336196 7/24/18 370.00 GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197 7/24/18 287.51	FEDEX	3 CIP AGREEMENT	336194	7/24/18	93.99
GAMWELL, M REIMB FOR ECON ROUNDTABLE / HOUSING 336197 7/24/18 287.51	FIRE ETC	REPAIR KIT	336195	7/24/18	86.20
	FRIENDS OF THE READ S D	LITERACY CONFERENCE REGISTRATION COSTS	336196	7/24/18	370.00
GRAINGER MOP 65179, FIRE CHARGES 336198 7/24/18 231.36	GAMWELL, M	REIMB FOR ECON ROUNDTABLE / HOUSING	336197	7/24/18	287.51
	GRAINGER	MOP 65179, FIRE CHARGES	336198	7/24/18	231.36



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PAYEE	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
GUTIERREZ JR, C	TRAINING REIM FTO/GUTIERREZ	336199	7/24/18	139.74
JANWAY COMPANY USA INC	IMPRINTED FLASH DRIVES - LIBRARY	336200	7/24/18	499.00
KLOS, F	RETIREE HEALTH BENEFITS JUN 2018	336201	7/24/18	480.00
KLOS, F	RETIREE HEALTH BENEFITS JUL 2018	336202	7/24/18	480.00
LITTLE FREE LIBRARY	UNFINISHED 2 STORY SHED - LIBRARY	336203	7/24/18	463.00
LOPEZ, TERESA YOLANDA	INTERPRETATION SVCS REGULAR CITY COUNCIL	336204	7/24/18	640.00
MARTINEZ, C	TRAINING REIM SUPERVISORY/C.MARTINEZ	336205	7/24/18	323.38
MEDRANO, R	FULL REFUND OF FEES PAID FOR HER	336206	7/24/18	74.00
MIDWEST TAPE	AUDIO VISUAL MATERIALS FOR FY2018 - LIBRARY	336207	7/24/18	555.47
MORA, S	REIMBURSE PAYROLL DEDUCTION 6/27/18	336208	7/24/18	89.50
MORALES, RAFAEL	REFUND OVERPAYMENT CITATION NA010005376	336209	7/24/18	40.00
MORRAZ, ALEXIS	REFUND OVERPAYMENT CITATION P64252	336210	7/24/18	35.00
MOSS, S	TRAINING REIM DISPATCH/MOSS	336211	7/24/18	170.56
NATALINA, JEANETTE	BUILDING FEE REFUND	336212	7/24/18	1,597.40
NATIONAL CITY CAR WASH	MONTHLY CAR WASHES & VEHICLE DETAIL	336213	7/24/18	685.00
NATIONWIDE ENTERPRISES	REFUND FOR PERMIT APPLICATION	336214	7/24/18	1,243.53
NGUOI VIET TODAY NEWS	NOTICE OF NOV. 2018 ELECTION (VIETNAMESE	336215	7/24/18	30.00
PACIFIC TELEMANAGEMENT SERVICE	PACIFIC TELEMANAGEMENT SERVICES JULY	336216	7/24/18	78.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES PW	336217	7/24/18	7.60
PENSKE FORD	MIRROR ASY / PW	336218	7/24/18	521.73
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES PW	336219	7/24/18	117.79
PRO BUILD	MOP# 45707. PAINT SUPPLIES / NSD	336220	7/24/18	228.98
PROLITERACY AMERICA	MEMBERSHIP RENEWAL - LIBRARY	336221	7/24/18	169.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES FOR PW	336222	7/24/18	329.79
QUIROGA, R	TRAINING REIM FTO/Q	336223	7/24/18	139.74
RELIANCE STANDARD	VOLUNTARY LIFE JUNE 2018	336224	7/24/18	4,225.39
ROBINSON, S	REIMBURSE PAYROLL DEDUCTION 6/27/18	336225	7/24/18	85.00
ROJAS, MARIBEL	OVERPAYMENT CITATION NA030001518	336226	7/24/18	80.00
S & J BUILDERS & RESTORATION	CONTRACTOR TO INSTALL A ROOF ACCESS	336227	7/24/18	7,522.95
SAN DIEGO DISTRICT ATTORNEY	FORENSIC SERVICES	336228	7/24/18	12,000.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING REGIONAL ACADEMY 115TH	336229	7/24/18	690.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING 115TH ACADEMY UNIT / 3 RECRTS	336230	7/24/18	621.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION FTO/GUTIERREZ	336231	7/24/18	46.00
SASI	DEBIT CARD CHARGES 6/01/18 - 6/30/18	336232	7/24/18	41.50
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	336233	7/24/18	23,603.23
SHEPHARD, S	TRAINING REIM SHEPHARD MEDIA RELEASE / PD	336234	7/24/18	218.78
SMART SOURCE OF CALIFORNIA LLC	TAGS FOR ROLLING BAGS / PD	336235	7/24/18	435.29
SOUTHERN CALIF TRUCK STOP	MOP 45758 FUEL SERVICES PW	336236	7/24/18	89.26
STAPLES BUSINESS ADVANTAGE	MOP 45704, FIRE CHARGES	336237	7/24/18	689.41
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER BILL FY 2018	336238	7/24/18	27,387.67
SWEETWATER AUTHORITY	SWEETWATER AUTHORITY - 500 E PLAZA BLVD.	336239	7/24/18	27.82
THE ENGRAVING STORE	FLAG BOX KLOS / PD	336240	7/24/18	45.80
THE FILIPINO PRESS INC	NOTICE OF NOV. 2018 ELECTION (TAGALOG)	336241	7/24/18	40.00
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D STD LTD INS JUL 2018	336242	7/24/18	9,610.09
THE SHOPPER INC	PROCESSING SUPPLIES FOR AV MATERIALS - LIB	336243	7/24/18	527.74



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<u>PAYEE</u>	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
THE STAR NEWS PUBLISHING COMP	STAR NEWS - PUBLIC HEARING NOTICE	336244	7/24/18	207.56
U S BANK	CREDIT CARD CHARGES / FIRE	336245	7/24/18	2,122.56
VERIZON WIRELESS	VERIZON CELLULAR SERVICE MAY	336246	7/24/18	436.40
VISION SERVICE PLAN	VISION SERVICE PLAN JUL 2018	336247	7/24/18	814.13
VISION SERVICE PLAN	VISION SERVICE PLAN FEB 2018	336248	7/24/18	813.26
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES / FIRE	336249	7/24/18	293.45
WESTFLEX INDUSTRIAL	MOP 63850 PLUMBING SUPPLIES PW	336250	7/24/18	157.56
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	336251	7/24/18	484.53
WILSON, R	EDUCATION REIMBURSEMENT	336252	7/24/18	281.00
YBARRA, A	TRAINING ADV POST SUB SLI/A.Y	336253	7/24/18	384.00
YYK ENTERPRISES INC	REFUND ADJUSTMENT CITATION NA010006673	336254	7/24/18	275.00
KTUA	NC INTRA-CONNECT PROJECT - ENG/PW	336255	7/24/18	18,924.88
PROCURE AMERICA INC	CONSULTANT SERVICES FOR UTILITY REVIEW	336256	7/24/18	13,476.93
			A/P Total	250,248.50
WIRED PAYMENTS				
THE BANK OF NEW YORK MELLON	HUD SECTION 108 LOAN PAYMENT	576012	7/19/18	453,372.75

GRAND TOTAL \$ 703,621.25

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Ralutts MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE (COMMITTEE
RONALD J. MORRISO	N, MAYOR-CHAIRMAN
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	JERRY CANO, MEMBER
	CLAIMS AND DEMANDS WERE APPROVED AND
THE CITY TREASURER IS AUTHORIZED TO IS BY THE CITY COUNCIL ON THE 4 TH OF SEPTE	SSUE SAID WARRANTS IN PAYMENT THEREOF MBER 2018.
AYES NAYS	
ABSENT	

The following page(s) contain the backup material for Agenda Item: Warrant Register #5 for the period of 07/25/18 through 07/31/18 in the amount of \$1,644,095.21. (Finance) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018 **AGENDA ITEM NO.:** ITEM TITLE: Warrant Register #5 for the period of 07/25/18 through 07/31/18 in the amount of \$1,644,095.21. (Finance) PREPARED BY: Karla Apalategui, Accounting Assistant **DEPARTMENT:** Finance APPROVED BY: Wark Raberts **PHONE:** 619-336-4572 **EXPLANATION:** Per Government Section Code 37208, attached are the warrants issued for the period of 07/25/18 through 07/31/18. Consistent with Department of Finance's practice, listed below are all payments above \$50,000. Check/Wire Vendor Amount Explanation CSAC Excess Ins Authority 336301 274,839.00 Excess Liability Insurance CSAC Excess Ins Authority 336302 Property Insurance 106,334.00 Eagle Paving Company Inc 336308 Citywide Ped. Midblk Crossing E. 292.840.07 NV5 Inc Sewer User Survey and Tax Roll 336324 65,535.00 STC Traffic Inc. 336351 51.940.89 Professional Services Service Period 7/03/18 – 7/16/18 Public Emp Ret System 7312018 238,479.07 APPROVED: Mark Raberts FINANCE FINANCIAL STATEMENT: APPROVED: ACCOUNT NO. MIS Warrant total \$1,644,095.21. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION FINAL ADOPTION STAFF RECOMMENDATION: Ratify warrants totaling \$1,644,095.21 **BOARD / COMMISSION RECOMMENDATION: ATTACHMENTS:**

Warrant Register #5



WARRANT REGISTER # 5 7/31/2018

<u>PAYEE</u>	DESCRIPTION	CHK NO	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	1060 24-7 SERIES MEN PANTS KHAKI	336257	7/31/18	112.04
ADAMSON POLICE PRODUCTS	VESTS / PD	336258	7/31/18	6,742.51
AETNA BEHAVIORAL HEALTH	ON SITE TRAINING WORKSHOP/SEMINAR	336259	7/31/18	2,250.00
AMAZON	SUPPLIES FOR LITERACY	336260	7/31/18	863.68
BEST BEST & KRIEGER ATTNY LAW	REVIEW CITY POLICIES	336261	7/31/18	1,612.20
COX COMMUNICATIONS	COX DATA SERVICES JUNE	336262	7/31/18	174.00
CYBRARYN SOLUTIONS	CYBRARIAN ANNUAL LICENSE RENEWAL	336263	7/31/18	1,139.65
KONICA MINOLTA	KONICA MINOLTA COPIER EQUIPMENT LEASE	336264	7/31/18	4,062.41
KRONOS INC	KRONOS WORKFORCE TELESTAFF / FIRE	336265	7/31/18	11,551.06
LEHR AUTO ELECTRIC	DECAL	336266	7/31/18	1,023.75
LIEBERT CASSIDY WHITMORE	REVIEW CITY POLICIES	336267	7/31/18	3,966.00
NATIONAL CITY CHAMBER	NCCC MEMBER BREAKFAST	336268	7/31/18	15.00
NATIONAL CITY TROPHY	8X10 TILE WALNUT PLAQUES / MAYOR & COUNCIL OFFICE	336269	7/31/18	870.00
OPENGOV INC	OPENGOV INTELLIGENCE AND TRANSPARENCY	336270	7/31/18	10,925.00
PICHE, J	LICENSE REIMBURSEMENT	336271	7/31/18	45.00
PROGRESSIVE SOLUTIONS INC	PAYMENT CENTRAL HARDWARE MAINTENANCE	336272	7/31/18	25,735.25
QUESTYS SOLUTIONS	QUESTYS WORKFLOW MODULE~	336273	7/31/18	1,466.52
RELIANT TECHNOLOGY LLC	FAS2040 HW/SW SUPPORT 7 X 24 X 4 HR	336274	7/31/18	3,906.00
RON TURLEY ASSOCIATES INC	ANNUAL MAINTENANCE SOFTWARE SUPPORT	336275	7/31/18	3,654.38
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICALS AND DMV EXAM	336276	7/31/18	741.00
SIGNED ON INC	REFUND OF BUSINESS LICENSE FEES	336277	7/31/18	262.00
STAPLES BUSINESS ADVANTAGE	MOP #45704/OFFICE SUPPLIES/HR	336278	7/31/18	83.39
STATE OF CALIFORNIA	SALES TAX LIABILITY / PERIOD APRIL- JUNE	336279	7/31/18	3,150.00
THE KNOX COMPANY	DOUBLE GATE AND KEY SWITCH PLATE	336280	7/31/18	219.67
TRITECH SOFTWARE SYSTEMS	INFORM CAD TEST/TRAINING SYSTEM	336281	7/31/18	15,020.25
UNITED STATES TREASURY	2ND QTR 2018-941 / 95-6000749	336282	7/31/18	107.79
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	336283	7/31/18	61.36
A GOOD SIGN & GRAPHICS COMPANY	WAYFINDING SIGNAGE PROJECT	336284	7/31/18	16,754.33
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SVCS AUG 2018	336285	7/31/18	14,565.82
ANDREWS, J	TRAINING ADV POST SUB MOTOR/ANDREWS	336286	7/31/18	1,280.00
ANDREWS, J	TRAINING ADV LODGE PRE MOTO/ANDREWS	336287	7/31/18	512.75
AT&T	AT&T SBC PHONE SERVICE FOR JUNE	336288	7/31/18	7,615.98
BEST BEST & KRIEGER ATTNY LAW	REVIEW CITY POLICIES	336289	7/31/18	1,538.70
BJ'S RENTALS INC	RENTAL OF SCISSOR LIFT	336290	7/31/18	220.75
BLUE VIOLET NETWORKS	SERVICE FOR PD INTERROGATION 2 CAMERA~	336291	7/31/18	125.00
BROADWAY AUTO GLASS	FRONT WINDSHIELD ON PD	336292	7/31/18	428.53
BSN SPORTS LLC	SPORTS EQUIPMENT FOR CASA DE SALUD / CSD	336293	7/31/18	299.96
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES PW	336294	7/31/18	92.25
CALIFORNIA PARK	CPRS MEMBERSHIP RENEWAL / CSD	336295	7/31/18	165.00
CASAS, LAURA	TRANSLATION SVCS 07/17/18 COUNCIL MEETING	336296	7/31/18	125.00
CIRCULATE SAN DIEGO	INTRA-CONNECT PROJECT	336297	7/31/18	7,716.22
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES/JUNE, 2018	336298	7/31/18	5,940.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES/MAY, 2018	336299	7/31/18	5,670.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY19 - JULY	336300	7/31/18	400.62
CSAC EXCESS INS AUTHORITY	EXCESS LIABILITY INSURANCE	336301	7/31/18	274,839.00
COAC EXCESS INS AUTHORITT	LAGEGO LIADILITT INGUNANGE	33030 I	1/31/10	214,039.00



WARRANT REGISTER # 5 7/31/2018

PAYEE	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
CSAC EXCESS INS AUTHORITY	PROPERTY INSURANCE	336302	7/31/18	106,334.00
CSAC EXCESS INS AUTHORITY	PROPERTY INSURANCE	336303	7/31/18	3,561.00
CSAC EXCESS INS AUTHORITY	PROPERTY INSURANCE	336304	7/31/18	1,595.00
DANIELS TIRE SERVICE	76986 AUTO SUPPLIES PW	336305	7/31/18	340.22
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS	336306	7/31/18	371.00
D-MAX ENGINEERING	STORMWATER SERVICES FY 2017-2018	336307	7/31/18	37,295.30
EAGLE PAVING COMPANY INC	CITYWIDE PED. MIDBLK CROSSING E.	336308	7/31/18	292,840.07
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE AND MAINTENANCE	336309	7/31/18	14,537.45
FASTSIGNS	SIGNS FOR NSD	336310	7/31/18	442.01
FERGUSON ENTERPRISES INC	MOP 45723 BUILDING SUPPLIES PW	336311	7/31/18	785.25
FLYERS ENERGY LLC	MOBIL SUPER SYNTHETIC ENGINE	336312	7/31/18	1,864.40
GONZALEZ, L	LICENSE REIMBURSEMENT	336313	7/31/18	90.00
GRAINGER	MOP 65179 GENERAL SUPPLIES PW	336314	7/31/18	7,037.70
HARRIS & ASSOCIATES INC	PARADISE VALLEY CREEK W. QUAL.	336315	7/31/18	34,628.34
HAYS, KAREN	REIMBURSEMENT FOR GREETING CARDS - LIBRARY	336316	7/31/18	8.65
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	336317	7/31/18	16.00
LANDTEC CONSTRUCTION INC	REFUND FOR OVERPAID BUSINESS TAX, ACCT 1	336318	7/31/18	125.00
LASER SAVER INC	MOP 45725. TONER FOR SENIOR CENTER / CSD	336319	7/31/18	59.76
LIEBERT CASSIDY WHITMORE	SD EMPLOYMENT RELATIONS CONSORTIUM	336320	7/31/18	496.50
MELLADO DESIGNS	MISS NATIONAL CITY EDUCATIONAL PAGEANT	336321	7/31/18	162.38
MICHAEL BAKER INTERNATIONAL	LAS PALMAS STORM DRAIN REPAIRS	336322	7/31/18	1,540.00
MUNICIPAL CODE CORPORATION	MUNICODE SUBSCRIPTION 6/1/18 - 5/31/2019	336323	7/31/18	475.00
NV5 INC	SEWER USER SURVEY AND TAX ROLL- ENG	336324	7/31/18	65,535.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES PW	336325	7/31/18	86.22
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES PW	336326	7/31/18	12.08
PARTS AUTHORITY METRO LLC	12V AGM SEALED DC BATTERY	336327	7/31/18	1,125.24
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES PW	336328	7/31/18	323.61
PENSKE FORD	MOP 49078 AUTO SUPPLIES PW	336329	7/31/18	311.37
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES PW	336330	7/31/18	93.82
PRO BUILD	MOP 45707 GENERAL SUPPLIES PW	336332	7/31/18	14,419.53
PROJECT PROFESSIONALS CORP	HOUSING & ECONOMIC DEV.	336333	7/31/18	3,634.32
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES PW	336334	7/31/18	213.94
QUESTYS SOLUTIONS	GOLD LEVEL QUESTYS ANNUAL SOFTWARE MNT	336335	7/31/18	17,668.11
RANDALL LAMB ASSOCIATES INC	ECM COMMISSIONING	336336	7/31/18	12,005.20
REGIONAL TRAINING CENTER	TRAINING TUITION ICI ADV GANG / PD	336337	7/31/18	825.00
ROBERT HALF INTERNATIONAL	TEMPORARY STAFFING SERVICES - FINANCE	336338	7/31/18	6,417.78
ROUNDS, R	TRAINING ADV LODGE LA/ROUNDS	336339	7/31/18	694.14
SAM'S ALIGNMENT	MOP 72442 AUTO SERVICES PW	336340	7/31/18	447.79
SCST INC	PEDESTRIAN MIDBLK CROSSING	336341	7/31/18	5,066.50
SHEP-TY INC	AGENCY CONTRIBUTION TO GAME CHANGER	336342	7/31/18	5,000.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES PW	336343	7/31/18	1,567.88
SMART & FINAL	MOP #45756/OFFICE SUPPLIES/HR	336344	7/31/18	30.15
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 OFFICE SUPPLIES PW	336345	7/31/18	73.96
SOUTHERN CALIF TRUCK STOP	MOP 45758 OIL SERVICE SPW	336346	7/31/18	94.77
SOUTHWEST SIGNAL SERVICE	TRAFFIC SIGNAL MAINTENANCE JUNE 2018	336347	7/31/18	14,907.13
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WARRANT REGISTER # 5 7/31/2018

PAYEE	DESCRIPTION		CHK NO	DATE	AMOUNT
SPRINGER, K	TRAINING REIM CRIT INC	RES/SPRINGER	336348	7/31/18	132.65
STAPLES BUSINESS ADVANTAGE	MOP 45704. CS MLK AND	SENIOR CENTER OFFICE	336349	7/31/18	1,486.93
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPP	LIES PW	336350	7/31/18	1,024.56
STC TRAFFIC INC	PROFESSIONAL SERVICE	S	336351	7/31/18	51,940.89
SWANK MOTION PICTURES INC	SUMMER MOVIES IN THE	PARK / CSD	336352	7/31/18	435.00
SWEETWATER AUTHORITY	PARKS DIVISION WATER	UTILITIES	336353	7/31/18	2,945.18
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUP	PLIES PW	336354	7/31/18	893.38
TALLAL INC	SUMMER MOVIES IN THE	PARK PRODUCTION SVCS	336355	7/31/18	445.00
THE BUMPER GUY INC	MATERIALS / PW		336356	7/31/18	4,708.89
THE EPOCH TIMES	NOTICE OF NOVEMBER 2	018 ELECTION - CHINESE	336357	7/31/18	120.00
THE HOME DEPOT CREDIT SERVICES	GRAFFITI REMOVAL SUPP	PLIES/ NSD	336358	7/31/18	136.85
TRITECH SOFTWARE SYSTEMS	INFORM CAD ROUTING SI	ERVER - \$18,700~	336359	7/31/18	31,693.50
U S BANK	TRAINING CREDIT CARD	PD	336360	7/31/18	988.67
U S BANK	TRAINING CREDIT CARD	PD	336361	7/31/18	918.90
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICAL 33636		336362	7/31/18	80.00
URBAN FUTURES INC	CONTINUING DISCLOSUR	E/DISSEMINATION SVCS	336363	7/31/18	1,950.00
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 BUILDING SUF	MOP 46453 BUILDING SUPPLIES PW		7/31/18	10,111.60
VERIZON WIRELESS	VERIZON CELLULAR SER	VERIZON CELLULAR SERVICE FY18~MAY		7/31/18	10,903.46
VISTA PAINT	MOP# 68834. PAINT SUPP	LIES/ NSD	336366	7/31/18	1,400.30
WESTERN AUDIO VISUAL	A/V SERVICE	A/V SERVICE		7/31/18	360.00
WETMORES	MOP 80333 AUTO SERVIC	MOP 80333 AUTO SERVICES PW		7/31/18	106.36
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SU	PPLIES PW	336369	7/31/18	404.89
				A/P Total	206,253.21
WIRED PAYMENTS					
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 7/03/18	- 7/16/18	7312018	7/31/18	238,479.07
PAYROLL					
Pay period Start Date	End Date	Check Date			
16 7/17/2018	7/30/2018	8/8/2018			1,199,362.93
		GRAND TOTA	NL	<u>-</u>	\$1,644,095.21

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Wark Raberto	
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE C	COMMITTEE
RONALD J. MORRISO	N, MAYOR-CHAIRMAN
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	JERRY CANO, MEMBER
	LAIMS AND DEMANDS WERE APPROVED AND SSUE SAID WARRANTS IN PAYMENT THEREOF MBER 2018.
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The following page(s) contain the backup material for Agenda Item: Warrant Register #6 for the period of 08/01/18 through 08/07/18 in the amount of \$6,959,766.26. (Finance) Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018

ITEM TITLE:

Warrant Register #6 for the period of 08/01/18 through 08/07/18 in the amount of \$6,959,766.20

TEM TITLE: Warrant Register #6 for the (Finance)	ne period of 08/01.	/18 through 08/07/18 ir	n the amount of \$6,959,766.26.	
PREPARED BY:Karla Apal PHONE: 619-336-4572	ategui, Accountin	g Assistant DEPA	RTMENT: Finance OVED BY: Mark Ralute	_
EXPLANATION: Per Government Section (through 08/07/18.	Code 37208, attac	ched are the warrants i	ssued for the period of 08/01/18	
Consistent with Departme <u>Vendor</u>	nt of Finance's pro Check/Wire	actice, listed below are <u>Amount</u>	e all payments above \$50,000. <u>Explanation</u>	
Palm Engineering	336487	104,800.03	Westside Mobility Improv.	
Public Emp Ret System	8012018	5,800,305.00	FY 2018 Annual UAL Prepayme	ent
FINANCIAL STATEMENT: ACCOUNT NO. Warrant total \$6,959,766.2	6.		D: Mark Rabutto FINA D: MIS	NCE
ENVIRONMENTAL REVIENThis is not a project and,	_	ioat to apvironmental r	oviow	
ORDINANCE: INTRODU		AL ADOPTION	eview.	
STAFF RECOMMENDATION	<u>)N:</u>			
Ratify warrants totaling \$6	3,959,766.26			
BOARD / COMMISSION RI	<u>ECOMMENDATION</u>	<u>V:</u>		
ATTACHMENTS: Warrant Register #6				



PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
ANTHONY KIAH	T&A#90290 1420 & 1424 HARDING AVE.	336370	8/7/18	11,500.00
MASON'S SAW	MOP 45729. SUPPLIES FOR PARKS DEPT	336371	8/7/18	471.35
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR MAINTENANCE & REPAIRS	336372	8/7/18	1,134.90
ABEL MONTELONGO	T&A#90086 1305 S. HARBISON AVE.	336373	8/7/18	1,134.26
ABLE PATROL & GUARD	SECURITY GUARD SERVICES FOR FY2019	336374	8/7/18	3,174.05
ACEDO, A	RETIREE HEALTH BENEFIT AUG 2018	336375	8/7/18	160.00
ACME SAFETY & SUPPLY CORP	GLASS BEADS / STREETS	336376	8/7/18	700.36
ALDEMCO	FOOD / NUTRITION CENTER	336377	8/7/18	6,127.02
ALIGNMENT EXPRESS OF CA INC	PARTS / PW	336378	8/7/18	2,881.96
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	336379	8/7/18	3,324.93
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT SVC / FEB 2018	336380	8/7/18	9,948.13
AMAZON	BOOKS AS NEEDED FOR FY2018	336381	8/7/18	356.60
ANDERSON, E	RETIREE HEALTH BENEFIT AUG 2018	336382	8/7/18	110.00
ARJIS	3RD QUARTER FEES / PD	336383	8/7/18	2,020.60
ASSI SECURITY INC	CITY WIDE DOOR SECURITY SERVICES	336384	8/7/18	460.00
AZTEC APPLIANCE	CITY WIDE APPLIANCE PURCHASES	336385	8/7/18	699.30
BEARD, P	RETIREE HEALTH BENEFIT AUG 2018	336386	8/7/18	70.00
BECK,	RETIREE HEALTH BENEFIT AUG 2018	336387	8/7/18	140.00
BISHOP, R	RETIREE HEALTH BENEFIT AUG 2018	336388	8/7/18	110.00
BOEGLER, C	RETIREE HEALTH BENEFIT AUG 2018	336389	8/7/18	260.00
BOOT WORLD	MOP 64096 SAFETY APPAREL PW	336390	8/7/18	366.89
BULL, P	RETIREE HEALTH BENEFIT AUG 2018	336391	8/7/18	580.00
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES PW	336392	8/7/18	37.53
CALIFORNIA POLICE CHIEFS ASSOC	FY19 CAL POLICE CHIEFS ASSN	336393	8/7/18	1,852.00
CARRILLO, R	RETIREE HEALTH BENEFIT AUG 2018	336394	8/7/18	290.00
CASAS, LAURA	INTERPRETATION SVCS 07/24/18 ADJ. REG	336395	8/7/18	225.00
CEB	BOOKS	336396	8/7/18	274.55
CINTAS CORPORATION	ICE PACK FOR RECREATION CENTERS	336397	8/7/18	699.35
CITY ATTORNEYS ASSOCIATION	MEMBERSHIPS & SUBSCRIPTIONS	336398	8/7/18	1,200.00
CITY OF SAN DIEGO	TRANSPORTATION FEES FY 2018	336399	8/7/18	974.88
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES PW	336400	8/7/18	486.78
COLE, L	RETIREE HEALTH BENEFIT AUG 2018	336401	8/7/18	165.00
COLLINSON, C	RETIREE HEALTH BENEFIT AUG 2018	336402	8/7/18	420.00
CONDON, D	RETIREE HEALTH BENEFIT AUG 2018	336403	8/7/18	280.00
CORDERO, E	RETIREE HEALTH BENEFIT AUG 2018	336404	8/7/18	520.00
CORPUZ, T	RETIREE HEALTH BENEFIT AUG 2018	336405	8/7/18	140.00
COUNTY OF SAN DIEGO	LAFCO COST FOR FY 2018-2019	336406	8/7/18	29,007.32
COUNTYWIDE MECHANICAL	CITY WIDE CATCH BASIN/SUMP CLEANING	336407	8/7/18	3,539.51
CSA SAN DIEGO COUNTY	CDBG FAIR HOUSING SERV FY18 JUNE	336408	8/7/18	8,186.02
CULLIGAN OF SAN DIEGO	WATER SOFTNER FOR STEAMER	336409	8/7/18	221.50
DANESHFAR, Z	RETIREE HEALTH BENEFIT AUG 2018	336410	8/7/18	250.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2019	336411	8/7/18	999.72
DATA TICKET INC	DATA TICKET PARKING ENF/ JUN	336412	8/7/18	2,229.19
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING FOR FY 2018	336413	8/7/18	10,520.73
DESROCHERS, P	RETIREE HEALTH BENEFIT AUG 2018	336414	8/7/18	110.00



PAYEE	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
DI CERCHIO, A	RETIREE HEALTH BENEFIT AUG 2018	336415	8/7/18	70.00
DIAZ, M	RETIREE HEALTH BENEFIT AUG 2018	336416	8/7/18	680.00
DILLARD, S	RETIREE HEALTH BENEFIT AUG 2018	336417	8/7/18	480.00
D-MAX ENGINEERING	T&A#90219 MARINER'S LANDING	336418	8/7/18	3,061.93
DREDGE, J	RETIREE HEALTH BENEFIT AUG 2018	336419	8/7/18	250.00
ECOLAB	CHEMICALS FOR DISHWASHER/NUT CTR	336420	8/7/18	547.78
EDMISTON, DEBORAH	T&A#90272 640 R AVENUE	336421	8/7/18	24.00
EISER III, G	PROFESSIONAL SERVICES	336422	8/7/18	8,050.00
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE AND MAINT - ENG	336423	8/7/18	29,830.54
ETZLER, J	RETIREE HEALTH BENEFITS AUG 2018	336424	8/7/18	460.00
EXPRESS PIPE AND SUPPLY CO INC	CITY WIDE PLUMBING PARTS & MATERIALS	336425	8/7/18	1,348.52
FABINSKI, D	RETIREE HEALTH BENEFIT AUG 2018	336426	8/7/18	220.00
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES PW	336427	8/7/18	69.51
FEDEX	FEDEX CDBG & HOME PARADISE CR HED	336428	8/7/18	110.69
FERNANDEZ, R	RETIREE HEALTH BENEFITS AUG 2018	336429	8/7/18	270.00
FIFIELD	RETIREE HEALTH BENEFIT AUG 2018	336430	8/7/18	540.00
GELSKEY, K	RETIREE HEALTH BENEFIT AUG 2018	336431	8/7/18	115.00
GEOSYNTEC CONSULTANTS INC	CNC EMERGENCY RESPONSE SVCS - ENG	336432	8/7/18	5,920.00
GIBBS JR, R	RETIREE HEALTH BENEFIT AUG 2018	336433	8/7/18	120.00
GONZALES, M	RETIREE HEALTH BENEFIT AUG 2018	336434	8/7/18	480.00
GRAINGER	BOLLARDS / PW	336435	8/7/18	3,815.14
H G FENTON PROPERTY CO	T&A#90302 155 W. 35TH ST. BOND	336436	8/7/18	17,804.99
HANSON, E	RETIREE HEALTH BENEFIT AUG 2018	336437	8/7/18	135.00
HARLAN, M	RETIREE HEALTH BENEFIT AUG 2018	336438	8/7/18	500.00
HAUG, S	RETIREE HEALTH BENEFIT AUG 2018	336439	8/7/18	120.00
HERNANDEZ, R	RETIREE HEALTH BENEFIT AUG 2018	336440	8/7/18	400.00
HODGES, B	RETIREE HEALTH BENEFIT AUG 2018	336441	8/7/18	200.00
HP INC	INTEL CORE PROCESSOR	336442	8/7/18	3,873.55
IBARRA, J	RETIREE HEALTH BENEFIT AUG 2018	336443	8/7/18	780.00
J C BENET COLIN	T&A#90161 2131 EUCLID AVE	336444	8/7/18	496.85
JAMES, R	RETIREE HEALTH BENEFIT AUG 2018	336445	8/7/18	140.00
JJJ ENTERPRISES	FIRE ALARM MONITORING	336446	8/7/18	920.00
JOSE GONZALEZ	T&A#90303 GRANGER APARTMENTS	336447	8/7/18	557.31
JOSEPH SOTO	T&A#90309 711 STORE REFUND OF BOND.	336448	8/7/18	2,530.41
JUNIEL, R	RETIREE HEALTH BENEFIT AUG 2018	336449	8/7/18	50.00
KEYSER MARSTON ASSOCIATES INC	KIMBALL MORG CC PRESENTATION HED	336450	8/7/18	6,312.50
KIMBLE, R	RETIREE HEALTH BENEFIT AUG 2018	336451	8/7/18	300.00
KIMLEY HORN AND ASSOC INC	HARBISON AVENUE	336452	8/7/18	23,528.81
KLOS, F	ADVANCED DISABILITY PENSION PAYMENT AUGUST	336453	8/7/18	4,616.21
KNOX SERVICES	GOVERNMENTAL PURPOSES	336454	8/7/18	443.15
KTUA	SOWNTOWN SPECIFIC PLAN PROJECT	336455	8/7/18	9,460.00
LA PRENSA SAN DIEGO	NOTICE OF NOVEMBER 2018 ELECTION (SPANISH)	336456	8/7/18	125.00
LADCO	LIABILITY CLAIM COST	336457	8/7/18	150.00
LANDA, A	RETIREE HEALTH BENEFIT AUG 2018	336458	8/7/18	155.00
LASER SAVER INC	MOP 45725, BUILDING CHARGES	336459	8/7/18	407.48



<u>PAYEE</u>	DESCRIPTION	CHK NO	DATE	AMOUNT
LEXIPOL LLC	JUNE 2018 SERVICE	336460	8/7/18	1,065.00
LIMFUECO, M	RETIREE HEALTH BENEFIT AUG 2018	336461	8/7/18	160.00
M HASSAN RAHLMZADEH	T&A#90093 1745 E. 10TH ST.	336462	8/7/18	119.37
MALLORY SAFETY & SUPPLY LLC	SAFETY GEAR / FIRE	336463	8/7/18	46.77
MATIENZO, M	RETIREE HEALTH BENEFIT AUG 2018	336464	8/7/18	100.00
MC CABE, T	RETIREE HEALTH BENEFIT AUG 2018	336465	8/7/18	280.00
MCDANIEL, P	RETIREE HEALTH BENEFIT AUG 2018	336466	8/7/18	290.00
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COST	336467	8/7/18	980.00
MEDINA, R	RETIREE HEALTH BENEFIT AUG 2018	336468	8/7/18	105.00
MENDOZA, G	RETIREE HEALTH BENEFITS AUG 2018	336469	8/7/18	290.00
MIKE W FERMOILE	T&A#90305 HD SUPPLY WHITE CAP	336470	8/7/18	445.03
MILLER, C	ADVANCED DISABILITY PENSION PAYMENT AUGUST	336471	8/7/18	3,883.77
MINER, D	RETIREE HEALTH BENEFIT AUG 2018	336472	8/7/18	580.00
MOSSY NISSAN	AUTO PARTS / PW	336473	8/7/18	800.84
MUNICIPAL MAINTENANCE EQUIP	SHOP SUPPLIES / PW	336474	8/7/18	1,185.01
NAPA AUTO PARTS	MOP 45735 AUTO SUPPLIES PW	336475	8/7/18	45.11
NATIONAL CITY CAR WASH	VEHICLE CARWASH AND DETAIL SERVICES	336476	8/7/18	580.00
NATIONAL CITY CHAMBER	NCCC MEMBERSHIP DUES/CM SOTELO-SOLIS	336477	8/7/18	100.00
NATIONAL CITY ELECTRIC	ELECTRICAL AND LIGHTING AT ARTS / ENG	336478	8/7/18	7,176.00
NATIONAL CITY HOST LIONS CLUB	FIREWORKS DISPLAY FOR JULY 4, 2018	336479	8/7/18	7,000.00
NATIONAL CITY TROPHY	MOP 66556 BUILDING SUPPLIES PW	336480	8/7/18	61.17
NIEBLAS, J	LICENSE REIMBURSEMENT	336481	8/7/18	76.00
NOTEWARE, D	RETIREE HEALTH BENEFIT AUG 2018	336482	8/7/18	120.00
OLIVARES, G	RETIREE HEALTH BENEFIT AUG 2018	336483	8/7/18	280.00
OLIVER PRODUCTS	HOME DELIVERED MEALS / NUTRITION	336484	8/7/18	2,338.13
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES PW	336485	8/7/18	10.86
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	336486	8/7/18	1,875.01
PALM ENGINEERING	WESTSIDE MOBILITY IMPROV.	336487	8/7/18	104,800.03
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES PW	336488	8/7/18	224.47
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES PW	336489	8/7/18	71.93
PAULA FINANCIAL SERVICES	T&A#90265 1530 HARDING AVE.	336490	8/7/18	516.96
PAUU JR, P	RETIREE HEALTH BENEFIT AUG 2018	336491	8/7/18	340.00
PEASE JR, D	RETIREE HEALTH BENEFIT AUG 2018	336492	8/7/18	140.00
PEDROSA, ANN	LIABILITY CLAIM COST	336493	8/7/18	8,073.00
PENSKE FORD	R&M CITY VEHICLES FY 2019	336494	8/7/18	1,132.57
PETERS, S	RETIREE HEALTH BENEFIT AUG 2018	336495	8/7/18	290.00
POST, R	RETIREE HEALTH BENEFIT AUG 2018	336496	8/7/18	280.00
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES PW	336497	8/7/18	93.82
PRO BUILD	MOP 45707, FIRE CHARGES	336498	8/7/18	2,106.49
PRO-EDGE KNIFE	KNIFE SHARPENING SERVICE / NUTRITION	336499	8/7/18	46.00
PRUDENTIAL OVERALL SUPPLY	45742 LAUNDRY SERVICES PW	336500	8/7/18	578.56
RAMIREZ, O	TRAINING ADV SUB OIS/RAMIREZ	336501	8/7/18	270.72
RANDALL LAMB ASSOCIATES INC	ECM COMMISSIONING	336502	8/7/18	2,750.00
RAY, S	RETIREE HEALTH BENEFIT AUG 2018	336503	8/7/18	190.00
REGIONAL TRAINING CENTER	CCMA FY 2018-2019 ANNUAL FEE DEESE	336504	8/7/18	1,500.00



<u>PAYEE</u>	<u>DESCRIPTION</u>	CHK NO	DATE	<u>AMOUNT</u>
REISE INC	T&A#90082 PM20797	336505	8/7/18	14,726.85
RELY ENVIRONMENTAL	HAZARDOUS WASTE PICK UP / ENG	336506	8/7/18	800.00
ROARK, L	RETIREE HEALTH BENEFIT AUG 2018	336507	8/7/18	135.00
RONALD HAUBOLD	T&A#90268 1616 M AVE	336508	8/7/18	198.31
RUIZ, J	RETIREE HEALTH BENEFIT AUG 2018	336509	8/7/18	310.00
S D COUNTY SHERIFF'S DEPT	RANGE USE / POLICE	336510	8/7/18	700.00
SAN AGUSTIN, PROSCILLA	LIABILITY CLAIM COST	336511	8/7/18	507.13
SAN DIEGO COUNTY ASSESSOR	COUNTY RECORDS / NSD	336512	8/7/18	14.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	336513	8/7/18	1,869.13
SAN DIEGO HABITAT FOR HUMANITY	T&A#90194 HABITAT FOR HUMANATY	336514	8/7/18	8,348.46
SAN DIEGO MIRAMAR COLLEGE	TRAINING 116TH ACADEMY SUMMER TUITION/PD	336515	8/7/18	276.00
SAN DIEGO PET SUPPLY	MOP CANINE FOOD PD	336516	8/7/18	332.75
SAN DIEGO POLICE EQUIPMENT	VEST / POLICE	336517	8/7/18	890.67
SANCHEZ, L	RETIREE HEALTH BENEFIT AUG 2018	336518	8/7/18	330.00
SD COUNTY POLICE CHIEF'S	FY19 SD CO PD CHIEFS AND SHERIFFS ASSOCIATION	336519	8/7/18	350.00
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	336520	8/7/18	2,788.09
SERVATIUS, J	RETIREE HEALTH BENEFIT AUG 2018	336521	8/7/18	340.00
SHORT, C	RETIREE HEALTH BENEFIT AUG 2018	336522	8/7/18	300.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES PW	336523	8/7/18	747.71
SMART SOURCE OF CALIFORNIA LLC	MOP PRINT PD	336524	8/7/18	287.93
SMITH, J	RETIREE HEALTH BENEFIT AUG 2018	336525	8/7/18	320.00
SONSRAY MACHINERY LLC	DOOR HANDLE / PW	336526	8/7/18	223.09
SOUTH BAY COMMUNITY SERVICES	HOME TBRA INV FY18 QTR 4 HED	336527	8/7/18	34,568.04
SOUTHERN CALIF TRUCK STOP	MOP 45758 FUEL SERVICES PW	336528	8/7/18	333.88
STAPLES BUSINESS ADVANTAGE	MOP 45704, FIRE CHARGES	336529	8/7/18	827.20
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / NUTRITION	336530	8/7/18	878.70
STARK MFG CO	REPAIR BREATHING APPARATUS POUCHES	336531	8/7/18	64.95
STC TRAFFIC INC	T&A#90199 N.C.B.& 28TH ST.	336532	8/7/18	2,907.50
STEWART, W	RETIREE HEALTH BENEFIT AUG 2018	336533	8/7/18	200.00
STRASEN, W	RETIREE HEALTH BENEFIT AUG 2018	336534	8/7/18	135.00
SUPERIOR READY MIX	COLD MIX ASPHALTS, TACK OIL, 3/8 SHEET	336535	8/7/18	1,118.66
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	336536	8/7/18	10,973.52
TESTA, FRANCO	T&A#90328 641 E. 5TH ST.	336537	8/7/18	743.86
THE BUMPER GUY INC	MATERIALS AND PARTS	336538	8/7/18	1,696.14
THE HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES - BLDG DEPT	336539	8/7/18	59.22
THE LIGHTHOUSE INC	MOP 45726 AUTO SUPPLIES PW	336540	8/7/18	141.34
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPPLIE/ NSD	336541	8/7/18	209.98
TIPTON, B	RETIREE HEALTH BENEFIT AUG 2018	336542	8/7/18	250.00
TROIDL, PAUL	REFUND OF CASH BOND T&A 90333- ENG	336543	8/7/18	4,424.92
TSC GROUP INC	LEASE, STATION 33, AUGUST 2018	336544	8/7/18	2,302.78
U S BANK	TRAINING - ENG	336545	8/7/18	2,659.55
U S BANK	CREDIT CARD EXPENSES / HR	336546	8/7/18	542.14
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICAL	336547	8/7/18	80.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FOR FY 2019	336548	8/7/18	227.80
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	336549	8/7/18	881.22

AMOUNT

CHK NO

DATE



WARRANT REGISTER # 6 8/7/2018

DESCRIPTION

PAYEE

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Raberto	
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE C	COMMITTEE
RONALD J. MORRISO	N, MAYOR-CHAIRMAN
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	JERRY CANO, MEMBER
	LAIMS AND DEMANDS WERE APPROVED AND SSUE SAID WARRANTS IN PAYMENT THEREOF MBER 2018.
AYES	
NAYS	
ARSENT	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving, and authorizing the Mayor to execute, the Amended and Restated Regional Wastewater Disposal Agreement, and authorizing the City Manager to execute a modified Agreement should the City Attorney determine that the anticipated requests for modifications are non-substantive and do not adversely affect the City of National City. (Engineering/Public Works)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA

	COUNCIL AGENDA STA	ATEMENT		
MEETING DATE:	September 4, 2018		AGENDA ITEM N	NO.
Amended and Resta a modified Agreem adversely affect the	City Council of the City of National City approvi ated Regional Wastewater Disposal Agreement, nent should the City Attorney determine that the e City of National City. Roberto Yano, Deputy City Engineer 1383	and authorizing to modifications are DEPARTMENT APPROVED BY	the City Manager to exercise non-substantive and of the Engineering/Public View	works
FINANCIAL STATI	EMENT:	APPROVED:	0000	Finance MIS
ACCOUNT NO. See Explanation		APPROVED		MIS
ENVIRONMENTAL N/A	_ REVIEW:			
ORDINANCE: IN	TRODUCTION: FINAL ADOPTION:			
STAFF RECOMME	ENDATION:			
Adopt resolution				
BOARD / COMMIS	SION RECOMMENDATION:	¥		

ATTACHMENTS:

N/A

- Explanation
 Agreement
- 3. Resolution

Explanation:

Background

The City of National City, along with 11 other Participating Agencies (PA's) are partners in the Metropolitan Sewer System (Metro System). The Point Loma Wastewater Treatment Plant, constructed in 1963, is the backbone of the Metro System and where National City's 4 Million Gallons a Day (MGD) of wastewater are treated. The federal Clean Water Act, passed in 1972, required that all wastewater treatment plants be permitted with a National Pollutant Discharge Elimination System (NPDES) permit. The Clean Water Act required wastewater treatment plants to treat wastewater to at least a secondary level. The permitting process in California involves the Environmental Protection Agency, the Regional Water Quality Control Board, the State Water Resources Control Board and the California Coastal Commission.

In 1994, the Ocean Pollution Reduction Act (OPRA) was passed by the Federal government modifying the Clean Water Act. OPRA re-opened the window and gave San Diego the opportunity again to apply for a modified permit for Point Loma. In return for support from the environmental community, San Diego agreed to construct 45 MGD of reclaimed water capacity. This resulted in the construction of the North City Water Reclamation Plant, the South Bay Water Reclamation Plant and the South Bay Ocean Outfall. San Diego was granted a modified permit for Point Loma in 1994 with environmental stakeholder support because of the development of reclaimed water capacity.

During this time period there was a significant discontent between the City of San Diego and the PA's. The PA's felt that San Diego was operating the Metro System and making large financial decisions without their input or consideration at a cost to their ratepayers. The disputes led to the creation of the 1998 Regional Wastewater Disposal Agreement and the formation of the Metropolitan Wastewater Commission.

Point Loma operates under a NPDES Permit from the Environmental Protection Agency (EPA). Each permit is good for a five year period following issuance. The Point Loma plant is currently discharging approximately 150 MGD of treated wastewater effluent and that effluent meets most of the criteria required of a secondary plant. Even though Point Loma is operating within the current law, and has demonstrated through 20 years of extensive ocean monitoring that there is no harm to the environment, there has been consistent political pressure to convert Point Loma from an advanced primary wastewater treatment plant to a secondary wastewater treatment plant. Both the California Coastal Commission and environmental stakeholders have threatened or sued San Diego over previous and potential waiver applications. All of this uncertainty creates a significant amount of risk and instability for not only San Diego but all twelve participating agencies in the Metro System. This past political pressure has led to a number of projects that San Diego has agreed to implement in return for permit support from the environmental community.

Pure Water and Secondary Equivalency

In an attempt to avoid spending billions of dollars on a conversion to secondary treatment, a strategy was developed using the improvements proposed in the 2012 San Diego Recycled Water Study. This strategy is called Pure Water San Diego. The strategy allows achievement of equivalent treatment to secondary within the Metro

System. Flows would be offloaded from Point Loma to other facilities within the system thus reducing the discharges at Point Loma to levels below that required by secondary wastewater treatment. The result would be that Point Loma would no longer have to apply for a waiver, but would instead apply for a more traditional NPDES permit every 5 years. In addition, there is proven technology available to convert these offloaded flows into potable drinking water. This means the offloaded flows from Point Loma could be used as a new water source for San Diego.

Pursuing the Pure Water program still requires a significant financial investment from wastewater rate payers. To commit to this investment, the PAs needed something in return for their support and financial commitment. It was thought that Federal legislation could be passed defining secondary equivalency for Point Loma and allowing Point Loma to remain at the advanced primary treatment level. In 2014 representatives from the PAs, the City of San Diego and environmental stakeholders (Surfrider, Coastkeeper, Audubon Society and Coastal Environmental Rights Foundation) agreed on proposed language to enable secondary equivalency legislation and titled it the Ocean Pollution Reduction Act (OPRA) II. An agreement was also prepared between the City of San Diego and the environmental stakeholders that assured environmental stakeholder support for NPDES permits at Point Loma as well as OPRA II.

The City of San Diego included the concept of secondary equivalency and a program of facility construction within the 2015 NPDES permit for Point Loma. The concept included offloading 83 million gallons a day of wastewater from Point Loma and turning it into drinking water by 2035. The key to this strategy was securing secondary equivalency legislation and ratepayer protection from having to construct secondary treatment at Point Loma. Instead of investing in secondary treatment facilities at Point Loma, which offered minimal benefit, the investment would be in the Pure Water program that would have an equivalent benefit to the environment but the added benefit of creating a local drinking water supply source. The City of National City and the Metro Commission supported the City of San Diego's NPDES permit that was submitted in 2015.

DISCUSSION:

Staff from the City of San Diego and the PA's have been meeting since 2014 to discuss how to implement the Pure Water program. The first phase of Pure Water is to be constructed at the North City Water Reclamation plant and will develop 30 MGD of potable drinking water from secondary treated wastewater. Construction of phase 1 is scheduled to begin in 2019. The primary discussion point was allocation of costs. The challenge with Pure Water cost allocation is to fairly apportion costs between the water customer and the wastewater customer. A series of deal points have been agreed to that define the cost allocation principals.

Consideration was also given to how to memorialize the cost allocation and deal points. The logical mechanism was to use the 1998 Agreement. However, the 1998 Agreement required significant changes to accommodate the complexities of the Pure Water program. The Amended and Restated Agreement, which is attached to this report, incorporates the changes required for the Pure Water Program.

The basis for financial discussions began with the cost of converting Point Loma to secondary treatment. The conversion was the assumed worst case scenario for the

sewer rate payer. Because this was the worst case scenario, a financial cap is included in the Amended and Restated Agreement that limits future sewer rate payer financial exposure.

The current cost estimate to convert Point Loma to secondary treatment is \$1.8 billion. The cost estimate for Pure Water phase 1 is currently \$1.388 billion and is split between \$546 million in wastewater costs (39%) and \$842 million in water costs (61%). National City's portion of the wastewater cost is approximately \$15 million for phase 1. The financial cap in the Amended and Restated Agreement limits National City's Pure Water program financial exposure to \$49 million.

Included in the Amended and Restated Agreement is a future revenue sharing component for wastewater customers. The revenue sharing is an additional incentive for PA's to support the Pure Water program and to provide a mechanism to recover rate payer investments. The following describes how revenue sharing works. The initial cost to produce Pure Water will be more expensive than the cost of imported water, much the same way that desalinated water is currently more expensive than imported water. But, the cost of imported water is projected to increase faster than the cost to produce Pure Water and will eventually exceed the cost of Pure Water. When the cost of imported water exceeds the cost of Pure Water revenue will be realized. The revenue will be credited back to the wastewater and water customer based on their capital investment in the Pure Water program. Once the capital debt is paid off, the credit will be based on proportional share of operation and maintenance costs for Pure Water.

At this point in time, secondary equivalency legislation (OPRA II) has not yet been submitted for consideration at the Federal government. Staff from the City of San Diego has been working with Congressman Scott Peter's office and Congressman Duncan Hunter's office on sponsoring the legislation. The lack of secondary equivalency legislation approval reinforces the need and importance of having a financial cap for wastewater rate payers.

Next Steps

The Metro Commission/Metro JPA has taken action supporting the Amended and Restated Agreement. The Amended and Restated Agreement will now be forwarded to the City of San Diego for their consideration. The JPA has asked the City of San Diego to approve the Agreement either prior to or at the same time as it considers authorization to proceed with the construction for Pure Water phase 1.

The City of San Diego staff would like to get authority from their City Council for the Mayor of San Diego to award the entire \$1.388 billion Pure Water program at one time sometime in October 2018. The Mayor would then award individual phases and construction packages for the project of which there are many.

In conclusion, staff feels that the Amended and Restated Agreement provides needed changes and protections for National City's sewer customers and recommends Council adopt the resolution, and authorize the mayor to execute the agreement.

AMENDED AND RESTATED

REGIONAL WASTEWATER DISPOSAL AGREEMENT

BETWEEN

THE CITY OF SAN DIEGO

AND

THE PARTICIPATING AGENCIES

IN

THE METROPOLITAN SEWERAGE SYSTEM

AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT

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AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT

THIS AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT is made and entered into this _____ day of _______, 2018, by and between the CITY OF SAN DIEGO, a municipal corporation ("the City"); and the CITY OF CHULA VISTA, a municipal corporation; the CITY OF CORONADO, a municipal corporation; the CITY OF DEL MAR, a municipal corporation; the CITY OF EL CAJON, a municipal corporation; the CITY OF IMPERIAL BEACH, a municipal corporation; the CITY OF LA MESA, a municipal corporation; the LEMON GROVE SANITATION DISTRICT, a political subdivision of the State of California; the CITY OF NATIONAL CITY, a municipal corporation; the CITY OF POWAY, a municipal corporation; the OTAY WATER DISTRICT, a political subdivision of the State of California; the PADRE DAM MUNICIPAL WATER DISTRICT, a political subdivision of the State of California; and the SAN DIEGO COUNTY SANITATION DISTRICT, a political subdivision of the State of California (the "Participating Agencies").

RECITALS

WHEREAS, the City and the Participating Agencies (or their predecessors in interest) entered into that certain Regional Wastewater Disposal Agreement dated May 18, 1998 (the "1998 Agreement"), which provided, among other things, for certain contract rights to capacity in the Metropolitan Sewerage System, a system of wastewater conveyance, treatment, and disposal facilities ("Metro System") and the establishment of a mechanism to fund the planning, design, construction, operation, and maintenance of the Metro System by the City and the Participating Agencies; and

WHEREAS, the purposes of the 1998 Agreement were: (1) to replace the prior-existing sewage disposal agreements between the City and the Participating Agencies; (2) to provide certain contract rights to capacity in the Metro System to the Participating Agencies; (3) to establish a mechanism to fund the planning, design, construction, operation and maintenance of the Metro System by the City and the Participating Agencies as necessary to provide hydraulic capacity, and to comply with applicable law and with generally accepted engineering practices; and (4) to establish a system of charges which allocates the costs of the planning, design and construction of such new wastewater conveyance, treatment and disposal facilities as are necessary solely to provide for new capacity on a fair and equitable basis; and

WHEREAS, on April 29, 2014 the San Diego City Council gave its approval and support for the Pure Water San Diego program by adoption of Resolution No. R-308906. The Resolution approved and supported the City's efforts to develop an implementation strategy to offload wastewater flow from the Point Loma Wastewater Treatment Plant through implementation of potable reuse, resulting in effluent discharged to the Pacific Ocean being equivalent to what would be achieved by upgrading the Point Loma Wastewater Treatment Plant to a secondary treatment plant (secondary equivalency); and

WHEREAS, the City is implementing a phased, multi-year program designed to regionally produce at least 83 million gallons per day of safe, reliable potable water using new, expanded, or modified facilities, some of which will include Metro System facilities, in order to achieve secondary equivalency at the Point Loma Wastewater Treatment Plant; and

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WHEREAS, the Pure Water Program will not only benefit the City by producing repurified water, but also the Participating Agencies and their wastewater customers, especially if secondary equivalency is recognized through federal legislation amending the Clean Water Act. Specifically, implementation of the Pure Water Program will reduce wastewater discharges to the Point Loma Wastewater Treatment Plant, part of the Metro System where a large portion of the Participating Agencies' wastewater is currently treated and disposed by discharging it into the Pacific Ocean. By diverting wastewater from the Point Loma Wastewater Treatment Plant and reducing the effluent discharged into the Pacific Ocean, the City and the Participating Agencies will potentially avoid billions of dollars in unnecessary capital, financing, energy, and operating costs to upgrade the Point Loma plant to secondary treatment at full capacity. Avoiding such costs would result in significant savings for regional wastewater customers; and

WHEREAS, the Padre Dam Municipal Water District and the San Diego County Sanitation District have proposed a program to produce up to 12 million gallons per day of safe, reliable potable water for East San Diego County using wastewater that would otherwise be disposed of in the Metro System ("East County AWP Program"). By offloading wastewater and wastewater contents from the Point Loma Wastewater Treatment Plant, the East County AWP Program would, if implemented, help the City's and region's efforts to achieve long-term compliance with the Clean Water Act by producing a regional annual average of at least 83 million gallons per day of water suitable for potable reuse by December 31, 2035, as described in the Cooperative Agreement in Support of Pure Water San Diego entered into by the City and certain environmental stakeholders on December 9, 2014; and

WHEREAS, Section XIV, subsection B, of the 1998 Agreement provided that the Parties may amend the Agreement by a written agreement between the City and all Participating Agencies stating the parties' intent to amend the Agreement; and

WHEREAS, in order to comprehensively and equitably address the costs and revenues associated with the Pure Water Program and the related construction, expansion, and/or modification of Metro System facilities, the City and Participating Agencies wish to amend and restate the Regional Wastewater Disposal Agreement as provided herein.

THEREFORE, in consideration of the mutual promises set forth herein, the City and the Participating Agencies agree as follows:

I. **DEFINITIONS**

- A. **Annual Average Daily Flow** is the number, in millions of gallons of wastewater per day ("MGD"), calculated by dividing total Flow on a fiscal year basis by 365 days.
- B. **Brine** is a waste byproduct of the demineralization process at an upstream Water Repurification System facility or a Reclaimed Water facility.
- C. **Capital Expense Rate** is the cost per acre foot that will apply if the Metro System's Capital Improvement Costs for the Pure Water Program and/or upgrading of the Point Loma WTP to secondary treatment exceed \$1.8 billion, as further described in Exhibit F.

- D. **Capital Improvement Costs** are costs associated with the planning, design, financing, construction, or reconstruction of facilities.
- E. Chemical Oxygen Demand or "COD" means the measure of the chemically decomposable material in wastewater, as determined by the procedures specified in the most current edition of "Standard Methods for the Examination for Water and Wastewater," or any successor publication which establishes the industry standard.
- F. **City Water Utility PW Costs** are those Pure Water Program costs allocated to the City's water utility and therefore excluded as Metro System costs under Exhibit F.
- G. **Contract Capacity** is the contractual right possessed by each Participating Agency to discharge wastewater into the Metro System pursuant to this Agreement up to the limit set forth in Exhibit B attached hereto. Contract Capacity is stated in terms of Annual Average Daily Flow.
- H. **Flow** is the amount of wastewater discharged by the City and each Participating Agency.
- I. **Functional-Design Methodology** shall mean the process of allocating Operation and Maintenance Costs and Capital Improvement Costs to Flow and Strength parameters recognizing the benefits of both the design criteria and the primary function of a unit process.
- J. **Metro Commission** is the advisory body created under Section VIII.
- K. **Metro System Costs** are those costs set forth in Section 5.2.1.
- L. **Metro System Revenues** are those revenues set forth in Section 5.2.2.
- M. **Metropolitan Sewerage System or Metro System** shall mean and consist of those facilities and contract rights to facilities which are shown and/or described in Exhibit A attached hereto and incorporated by this reference, including any amendments thereto authorized by this Agreement.
- N. **Municipal System** shall mean the City's wastewater collection system, which consists of pipelines and pump stations, that collects wastewater within the City of San Diego and conveys it to the Metropolitan Sewerage System for treatment and disposal.
- O. **New Capacity** is the capacity to discharge wastewater outside the Metro System, above the Contract Capacity set forth in Exhibit B attached hereto.
- P. **New Contract Capacity** is the capacity to discharge wastewater into the Metro System, above the Contract Capacity set forth in Exhibit B attached hereto.

- Q. **North City Water Reclamation Plant** or **North City WRP** is the 30 million gallons per day (as of the date of this Agreement) wastewater treatment facility located at 4949 Eastgate Mall in San Diego, which includes four major processes: primary treatment, secondary treatment, tertiary treatment, and disinfection.
- R. **Operation and Maintenance Costs** are the costs of those items and activities required by sound engineering and management practices to keep the conveyance, disposal, treatment, and reuse facilities functioning in accordance with all applicable laws, rules, and regulations.
- S. **Point Loma Wastewater Treatment Plant** or **Point Loma WTP** is the 240 million gallons per day (as of the date of this Agreement) advanced primary treatment plant which includes four major processes: screening, grit removal, sedimentation, and digestion.
- T. **Projected 2050 Strength and Flow Amounts** are the three (3) values described below:
 - 1. **Projected COD 2050 Flows** is the estimated amount of Chemical Oxygen Demand (COD), stated in pounds per day, that the City and each Participating Agency are projected to have in the 2050 fiscal year. Projected COD 2050 Flows for each Party are stated in Column 7 of Exhibit G.
 - 2. **Projected Metro Flow 2050** is the estimated amount of Annual Average Daily Flow, stated in millions of gallons per day (MGD), that the City and each Participating Agency are projected to have in the 2050 fiscal year. Projected Metro Flow 2050 for each Party is stated in Column 4 of Exhibit G.
 - 3. **Projected SS 2050 Flows** is the estimated amount of Suspended Solids (SS) stated in pounds per day, that the City and each Participating Agency are projected to have in the 2050 fiscal year. Projected SS 2050 Flows for each Party are stated in Column 10 of Exhibit G.
- U. **Pure Water Capital Melded Percentage** or **Melded Percentage** is the proportionate share, stated in Column 12 of Exhibit G, by which Pure Water Program Capital Improvement Costs, Repurified Water Revenue, and the Capital Expense Rate will be allocated among the City and the Participating Agencies. The Pure Water Capital Melded Percentage is based on each Party's proportionate share of Projected Metro Flow 2050, Projected SS 2050 Flows, and Projected COD 2050 Flows, which proportions are weighted as described in Footnote 3 of Exhibit G.
- V. **Pure Water Program** is the City's phased, multi-year program designed to produce at least 83 million gallons per day of Repurified Water using new, expanded, or modified facilities, some of which will include Metro System facilities.

- W. **Reclaimed Water (or Recycled Water)** shall have the definition set forth in Title 22, Division 4 of the California Code of Regulations and shall mean water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use that otherwise could not occur.
- X. **Reclaimed Water (or Recycled Water) Distribution System** shall mean and consist of those eight (8) reclaimed water projects listed in Attachment B of the Stipulated Final Order for Injunctive Relief approved by the U.S. District Court on June 6, 1997 in *U.S.A. v. City of San Diego*, Case No. 88-1101-B, and attached hereto as Exhibit E.
- Y. **Repurified Water** shall mean water which, as a result of advanced treatment of Reclaimed Water, is suitable for use as a source of domestic (or potable) water supply.
- Z. **Repurified Water Revenue** is the cost savings that will be realized when the City water utility's annual costs per-acre foot for Repurified Water are less than the purchase costs per-acre foot for comparable water from the San Diego County Water Authority, as further described in Exhibit F.
- AA. **Return Flow** shall mean the effluent created by the dewatering of digested biosolids, which includes centrate.
- BB. **Reuse** shall mean to use again, such as water which has been reclaimed or repurified, or sludge that has been converted to biosolids for beneficial use.
- CC. **South Bay Land/Ocean Outfall** is the facility that is jointly owned by the International Boundary & Water Commission (U.S. Section IBWC) and the City of San Diego. The Outfall is planned to convey and discharge treated effluent from the IBWC's International Wastewater Treatment Plant and treated effluent from the City's South Bay Water Reclamation Plant and the South Bay Secondary Treatment Plant. As of the date of this Agreement, the Outfall has a current Average Daily Flow Capacity of 174 million gallons per day. As of the date of this Agreement, the City owns 39.94% of the capacity of the Outfall and the balance of the capacity is owned by the IBWC.
- DD. **South Bay Water Reclamation Plant** is the 15 million gallons per day (as of the date of this Agreement) wastewater treatment facility located at 2411 Dairy Mart Road in San Diego, which includes four major processes: primary treatment, secondary treatment, tertiary treatment, and disinfection.
- EE. **Strength** means the measurement of Suspended Solids (SS) and Chemical Oxygen Demand (COD) within the wastewater Flow and any other measurement required by law after the date of this Agreement.
- FF. **Suspended Solids** or **SS** means the insoluble solid matter in wastewater that is separable by laboratory filtration, as determined by the procedures specified in the most current edition of "Standard Methods for the Examination of Water and

Wastewater," or any successor publication which establishes the industry standard.

- GG. **Tertiary Component** is that portion of the wastewater treatment process that currently filters the secondary treated wastewater effluent through fine sand and/or anthracite coal to remove fine Suspended Solids and disinfects it to meet the requirements of the California Administrative Code, Title 22, or its successor for filtered and disinfected wastewater.
- HH. Water Repurification System shall mean any facilities, including treatment and conveyance facilities, the purpose of which is the production or conveyance of Repurified Water. Water Repurification System includes, but is not limited to: the Tertiary Component of the North City Water Reclamation Plant to the extent being used to produce Repurified Water, the North City Pure Water Facility to be located across the street from the North City Water Reclamation Plant ("North City Pure Water Facility"); the Repurified Water conveyance system, which will transport Repurified Water from the North City Pure Water Facility and/or other facilities to the Miramar Reservoir or other alternative location(s) as determined by the City; and any other Repurified Water treatment or conveyance facilities which are part of the Pure Water Program.

II. OWNERSHIP AND OPERATION OF THE METRO SYSTEM

2.1 <u>Rights of the Parties</u>.

The City is the owner of the Metro System, and of any additions to the Metro System or other facilities constructed pursuant to this Agreement. All decisions with respect to the planning, design, construction, operation and maintenance of the Metro System shall rest with the City, in consultation with the Metro Commission. The Participating Agencies shall have a contractual right to use the Metro System and to participate in its operation as set forth in this Agreement. Subject to the terms of this Agreement, and in conformance with all applicable laws, the City may transfer ownership of all or part of the Metro System at any time. In the event of a transfer, the City's successor shall be bound by the terms of this Agreement. Subject to the terms of this Agreement, any Participating Agency may transfer or assign its rights and obligations under this Agreement. Any transfer shall first be approved by the City. No transfer may occur if the City reasonably determines, after consultation with the Participating Agencies involved, that the proposed transfer will imbalance, or will otherwise adversely impact the City's ability to operate the Metro System.

2.2 Metro System Services.

- 2.2.1 The City shall provide wastewater conveyance, treatment and disposal services to the Participating Agencies through the Metro System, under the terms set forth in this Agreement.
- 2.2.2 The City shall operate the Metro System in an efficient and economical manner, maintaining it in good repair and working order, all in accordance with recognized sound engineering and management practices.

2.2.3 The City shall convey, treat, and dispose of or reuse all wastewater received under this Agreement in such a manner as to comply with all applicable laws, rules and regulations.

2.3 Flow Commitment.

- 2.3.1 Absent agreement of the parties, all Flow from the Participating Agencies and the City, up to the capacity limits set forth in Exhibit B or any amendments thereto, shall remain in the Metro System.
- 2.3.2 This Agreement shall not preclude any Participating Agency from diverting Flow from the Metro System as a result of the construction of reclamation facilities or New Capacity outside of the Metro System.
- 2.3.3 Any Participating Agency may negotiate an agreement with the City to withdraw all Flow from the Metro System, which shall provide that the Agency pay its proportionate share of Capital Improvement Costs.

If a Participating Agency enters into an agreement with the City by December 31, 2019, to withdraw all Flow from the Metro System by January 1, 2035, such Participating Agency shall not pay Pure Water Program Capital Improvement Costs attributable to the Metro System except for Phase I (as defined below in Section 2.8).

2.4 Funding Obligations.

Nothing in this Section or in this Agreement shall obligate the City to make any payment for the acquisition, construction, maintenance or operation of the Metro System from moneys derived from taxes or from any income and revenue of the City other than moneys in or sewer revenues which go into the Sewer Revenue Fund for the Metro System and from construction funds derived from the sale of such sewer revenue bonds for the Metro System as are duly authorized. Nothing in this Agreement shall be construed to obligate the City to pay from its annual income and revenues any sum which would create an indebtedness, obligation or liability within the meaning of the provisions of Section 18 of Article XVI of the Constitution of the State of California. Nothing in this Section, however, or in this Agreement shall prevent the City, in its discretion, from using tax revenues or any other available revenues or funds of the City for any purpose for which the City is empowered to expend moneys under this Agreement. Nothing herein shall relieve the City from its obligations to fund and carry out this Agreement. Nothing in this Section or in this Agreement shall obligate any Participating Agency to make any payment which would create an indebtedness, obligation or liability within the meaning of the provisions of Section 18 of Article XVI of the Constitution of the State of California, or which is not authorized by law.

2.5 Financial Statements.

2.5.1 The City shall keep appropriate records and accounts of all costs and expenses relating to conveyance, treatment, disposal, and reuse of wastewater, and production of Repurified Water, and the acquisition,

- planning, design, construction, administration, monitoring, operation and maintenance of the Metro System and Water Repurification System, and any grants, loans, or other revenues received therefor. The City shall keep such records and accounts for at least four (4) years, or for any longer period required by law or outside funding sources.
- 2.5.2 Said records and accounts shall be subject to reasonable inspection by any authorized representative of any Participating Agency at its expense. Further, said accounts and records shall be audited annually by an independent certified public accounting firm appointed by the City pursuant to generally accepted accounting principles. A copy of said report shall be available to any Participating Agency. As part of said audit, the actual amount of City Water Utility's PW Costs, Pure Water Program costs attributable to the Metro System, Repurified Water Revenue, and the Capital Expense Rate shall be determined and audited by the City's external auditors and Participating Agency representatives, and a cumulative and annual summary of such amounts shall be included as a footnote or attachment to the audit of the Metro System. Cost summaries shall include separate lines for Capital Improvement Costs and Operation and Maintenance Costs.
- 2.5.3 The City shall make a good faith effort to complete the annual audit, and any related adjustments under this Agreement, by the end of the following fiscal year.
- 2.6 Limitations on Types and Condition of Wastewater.
 - 2.6.1 Each Participating Agency will comply with all applicable laws, rules and regulations including its regulatory obligations associated with the discharge of wastewater into its respective system and from such system into the Metro System.
 - 2.6.2 Each Participating Agency will minimize to the maximum extent practicable, the infiltration and inflow of surface, ground or stormwaters into its respective wastewater systems.
 - 2.6.3 Each Participating Agency will insure that all industrial users of its wastewater system are regulated by an effective industrial pretreatment program that conforms to all to all applicable laws, rules and regulations and that is acceptable to the City. Provided, however, that the City shall not require the Participating Agencies to take any actions beyond that which is required under applicable laws, rules and regulations that can be taken but are not being taken by the City.
 - 2.6.4 The City and the Participating Agencies agree that nothing in this Agreement, including the termination of the existing sewage disposal agreements, shall affect the validity of the Interjurisdictional Pretreatment

- Agreements, or the separate transportation agreements that are currently in effect between or among the City and the Participating Agencies.
- 2.6.5 Each Participating Agency will not discharge a substantial amount of sewage originating outside its respective boundaries into the Metro System without the approval of the City.
- 2.6.6 Each Participating Agency shall be responsible for the violation of any applicable laws, rules or regulations associated with its respective discharge of wastewater into the Metro System. Nothing in this Agreement shall affect the ability of any Participating Agency to hold third parties responsible for such violations.
- 2.6.7 In the event a regulatory agency imposes any penalty or takes other enforcement action relating to the conveyance, treatment, or disposal of wastewater in or from the Metro System, the City shall determine if the City or a Participating Agency or Agencies caused or contributed to the violation by exceeding its Contract Capacity or by the contents of its wastewater. The City shall allocate the penalty or other relief, including the costs of defense, to the party or parties responsible. Each responsible party, whether a Participating Agency or the City, shall be obligated to pay its share of such penalty or other relief, and any costs of defense. In the event that the City cannot make such an allocation, the cost of such penalty or other relief shall be shared by the Participating Agencies and the City proportionately based on Flow and Strength.

2.7 Right of First Refusal.

- 2.7.1 The City shall not sell or agree to sell the Metro System without first offering it to the Participating Agencies. For the purposes of this section, "Participating Agencies" shall mean a Participating Agency, a group of Participating Agencies, or a third party representing one or more Participating Agencies. The term "sell" shall include any transfer or conveyance of the Metro System or of any individual treatment or reclamation facility or outfall within the Metro System.
- 2.7.2 The City and the Participating Agencies recognize that transfer of ownership of the Metro System is currently restricted by Sections 6.04 and 6.20 of the Installment Purchase Agreement between the City and the Public Facilities Financing Authority of the City, which inter alia restricts the transfer of ownership to the Metropolitan Wastewater Sewage District or other governmental agency whose primary purpose is to provide wastewater treatment. The City shall not seek to impose on bond holders a waiver of Section 6.04 or 6.20. Absent such a restriction, before the City sells or agrees to sell the Metro System, or any portion of it, the City shall offer to sell the Metro System to the Participating Agencies (the "Offer") on the terms and at a price equal to that proposed for the sale of the Metro

System to a third party. The Participating Agencies shall have thirty days from receipt of the Offer (the "Intent to Respond Period") in which to notify the City of their intent to respond to the Offer. The Participating Agencies shall have five months from the expiration of the Intent to Respond Period in which to accept or reject the Offer. The Offer shall contain the name of the proposed purchaser, the proposed sale price, the terms of payment, the required deposit, the time and place for the close of escrow, and any other material terms and conditions on which the sale is to be consummated.

- 2.7.3 If the Participating Agencies give timely notice of their intent to respond and timely notice of their acceptance of the Offer, then the City shall be obligated to sell and the Participating Agencies shall be obligated to purchase the Metro System or any individual treatment or reclamation facility or outfall within the Metro System, as applicable, at the price and on the terms and conditions of the Offer. If the Participating Agencies do not give timely notice of their intent to respond or their acceptance of the Offer, or do not submit an offer on the same terms and conditions as the Offer, the City may, following the end of the Offer period, sell the Metro System, or any portion of it, at a price and on terms and conditions no less favorable to the City than those in the Offer. The City shall not sell the Metro System to any third party on terms or at a price less favorable to the City from the terms and price contained in the Offer absent compliance with the terms of this Section.
- 2.7.4 Nothing herein shall prevent the City from entering into a financing agreement which may impose limits on the City's power to sell the Metro System to the Participating Agencies pursuant to Section 2.7.1. if the City reasonably believes that such a financing agreement is in the City's best interest. Neither the entry into such a financing agreement by the City nor the performance thereof by the City shall constitute a breach or default by the City hereunder.

2.8 Pure Water San Diego Program.

- 2.8.1 Each new, expanded, or modified Metro System facility which is used in relation to the production of Repurified Water (in addition to the modification and expansion of the North City Water Reclamation Facility) shall be governed by this Agreement and Exhibit F, attached hereto and incorporated herein.
- 2.8.2 The allocation of Pure Water Program costs pursuant to this Agreement shall be retroactive through the fiscal year ending June 30, 2014, when Pure Water Program costs were first incurred by the Metro System. When conducting the year-end adjustments for the fiscal year in which this Agreement takes effect, the City shall credit or assess such prior costs to the parties pursuant to this Agreement.

2.9 <u>Future Negotiations and Cooperation.</u>

- 2.9.1 This Agreement and Exhibit F specifically contemplate Phase I of the Pure Water Program, which consists of new, expanded, or modified Metro System facilities and Water Repurification System facilities designed to produce only up to 30 million gallons per day of Repurified Water ("Phase I"). Within one year of the Effective Date of this Agreement, the parties intend to meet and negotiate in good faith regarding one or more amendments to this Agreement or its Exhibits to address:
 - 2.9.1.1 The allocation of specific Pure Water Program costs between City's water utility and the Metro System for such later phases;
 - 2.9.1.2 Alternative billing methodologies for Metro System costs;
 - 2.9.1.3 The exclusion of costs related to the industrial discharges inspection and monitoring program within San Diego under Section 5.2.1.2.3 of the Agreement;
 - 2.9.1.4 The inclusion of costs for regional, non-Metro System potable reuse projects in calculating the Capital Expense Rate; and
 - 2.9.1.5 The conveyance and treatment of wastewater generated at United States military bases under this Agreement.

If such negotiations do not result in an amendment to this Agreement or its Exhibits concerning these subjects, this Agreement shall remain in full force and effect as set forth herein. Further, if the City proceeds with a later phase of the Pure Water Program as authorized under Section 2.1 of this Agreement, and the Parties have not yet amended this Agreement or Exhibit F to specifically address such costs by the time they are incurred, all costs listed in Section I of Exhibit F shall nonetheless be excluded as Metro System costs under this Agreement.

2.9.2 The City and the Participating Agencies shall cooperate, coordinate, and negotiate in good faith with the Padre Dam Municipal Water District, San Diego County Sanitation District, and City of El Cajon on issues that relate to the East County AWP Program, including, but not limited to, the potential transfer of the Mission Gorge Pump Station; disposal of residuals; and a source control program.

III. PAYMENT AND MONITORING PROVISIONS

3.1 Payment for Metro System Facilities.

Through the system of charges set forth in Article V of this Agreement, each Participating Agency shall pay its share of the costs of planning, design and construction of all of

the Metro System facilities which are identified in Exhibit A hereto, which is incorporated herein by reference.

3.2 Payment for Additional Metro System Facilities.

Through the system of charges set forth in Article V of this Agreement, each Participating Agency shall pay its share of the costs of acquisition, or planning, design and construction of such facilities in addition to those set forth on Exhibit A as are necessary for the Metro System to maintain compliance with applicable laws, rules and regulations, including the Ocean Pollution Reduction Act of 1994 and its successor(s), present and future waivers of applicable treatment standards at any Metro System treatment facility, and all facilities as are necessary to convey, treat, dispose, and reuse wastewater in the Metro System to provide the Contract Capacity set forth in Exhibit B, to maintain hydraulic capacity and as otherwise required by sound engineering principles. As a ministerial matter, the City shall amend Exhibit A from time to time to reflect such additional facilities and shall give notice of any amendments to the Participating Agencies. The City shall keep an updated version of Exhibit A on file with the City Public Utilities Department. Exhibit A may be amended to reflect other changes to the Metro System only as expressly provided in this Agreement.

3.3 Payment for Operation and Maintenance.

Through the system of charges set forth in Article V of this Agreement, each Participating Agency shall pay its share of the Operation and Maintenance Costs of all Metro System facilities. The Participating Agencies shall not pay for the Operation and Maintenance Costs of Water Repurification System, which are City Water Utility PW Costs.

3.4 Charges Based on Flow and Strength; Exception.

- 3.4.1 Except as otherwise described in this Section 3.4, a Participating Agency's share of the charges in this Article III shall be assessed pursuant to Article V of this Agreement based on its proportionate Flow in the Metro System and the Strength of its wastewater.
- 3.4.2 Notwithstanding section 3.4.1, or any other provision of this Agreement, a Participating Agency's share of Pure Water Program Capital Improvement Costs, Repurified Water Revenue, and Capital Expense Rate attributable to the Metro System under Exhibit F shall be assessed or credited based on the parties' proportionate share of the Pure Water Capital Melded Percentage stated in Column 12 of Exhibit G. The City shall annually allocate the estimated and actual Pure Water Program Capital Improvement Costs and revenues which are attributable to the Metro System under Exhibit F in proportion to each party's Pure Water Capital Melded Percentage when estimating quarterly payments and conducting year-end adjustments under Article V.
- 3.4.3 Each party recognizes that operation within respective Projected 2050 Strength and Flow Amounts is essential to the accurate allocation of costs

and revenues under the Pure Water Program. In recognition of same, the parties agree as follows:

- 3.4.3.1 Beginning in the next fiscal year after the effective date of this Agreement, if a party's Annual Average Daily Flow, annual average pounds per day of COD, or annual average pounds per day of SS exceeds any one of its Party's Projected 2050 Strength and Flow Amounts by more than ten percent (10%) for any two (2) consecutive fiscal years, the City shall prepare an amendment to Exhibit G that adjusts projections of each party's Projected 2050 Strength and Flow Amounts based on information about such party's exceedance and other relevant information using sound engineering principles. Upon approval by the City and two-thirds of the members of the Metro Commission, the City shall, as a ministerial matter, amend Exhibit G (including the Melded Percentages in Column 12 of Exhibit G) to reflect the new Projected 2050 Strength and Flow Amounts for each party. The City shall keep an updated version of Exhibit G on file with the City Public Utilities Department. If the City and two-thirds of the Metro Commission cannot agree on an amendment to Exhibit G, the matter shall be submitted to dispute resolution pursuant to Article IX.
- 3.4.3.2 Notwithstanding the amounts set forth in Columns 4, 7, and 10 of Exhibit G, the following parties will be deemed to have the following Projected 2050 Strength and Flow Amounts until July 1, 2025:
 - 3.4.3.2.1 Padre Dam: 3.2 MGD Flow; 24,730 lb/day COD; 11,900 lb/day SS
 - 3.4.3.2.2 San Diego County Sanitation District: 13.617 MGD Flow; 70,210 lb/day COD; 27,830 lb/day SS
- 3.4.3.3 If Exhibit G is amended to update one or more parties' Projected 2050 Strength and Flow Amounts, the change in Projected 2050 Strength and Flow Amounts and Pure Water Capital Melded Percentages shall be retroactive in effect, and the City shall use the updated amounts in estimating quarterly payments and conducting year-end adjustments for Pure Water Program costs and revenues. Therefore, any party that underpaid based on prior Pure Water Capital Melded Percentages (which were based on prior Projected 2050 Strength and Flow Amounts) shall pay the retroactive amount due in its quarterly payments the following fiscal year; any party that overpaid based on previous Pure Water Capital Melded Percentages shall receive a credit in its quarterly payments the following fiscal year. Notwithstanding the preceding sentence, if

the retroactive amount due exceeds 20% of a party's average annual Metro System payments for the previous four (4) years, such party may elect to pay the retroactive amount due in its quarterly payments over the subsequent four (4) fiscal years, with interest based on the most recent quarterly earnings rate of the Local Agency Investment Fund's Pooled Money Investment Account; any party that overpaid based on previous Pure Water Capital Melded Percentages shall receive a credit in its quarterly payments the following four (4) fiscal years.

3.4.3.4 If a Participating Agency (other than those specified in Section 3.4.3.2) intends to divert a portion of its Flow from the Metro System pursuant to Section 2.3.2 on or before July 1, 2025, the Participating Agency may provide written notice to the City by December 31, 2019, requesting an adjustment in its Projected 2050 Strength and Flow Amounts and Melded Percentage in Exhibit G. If such notice is timely provided, the City shall prepare an amendment to Exhibit G based on information about such party's diversion and other relevant information using sound engineering principles. Such amendment shall then be subject to the approval procedures set forth in Section 3.4.3.1, and the retroactivity provisions set forth in Section 3.4.3.3; provided, however, that such an amendment to Exhibit G shall also be subject to an agreement with the City for the Participating Agency to pay its proportionate share of Pure Water Program planning, design, and construction costs incurred to date by the Metro System (based on such Participating Agency's prior Melded Percentage), and any costs for Pure Water Program planning or design changes which are reasonably necessary due to the intended diversion.

3.5 Monitoring Flow and Strength.

- 3.5.1 The City shall monitor wastewater that is discharged into the Metro System for Flow and Strength. The City shall own and operate as part of the Metro System monitoring devices which will measure the amount of daily wastewater discharged into the Metro System. These devices shall be installed at locations appropriate to accurately monitor Flow and Strength. The City may also monitor wastewater Flow and Strength at other locations as it deems appropriate.
- 3.5.2 In measuring Strength, the frequency and nature of the monitoring shall not be more stringent for the Participating Agencies than it is for the City.
- 3.5.3 The City shall, at least once every five (5) years, update and provide its plans for the monitoring system and for the procedures it will use to determine Strength to the Participating Agencies. The Participating

Agencies shall have the opportunity to review and comment prior to implementation.

3.5.4 The City shall report Flow and Strength data to the Participating Agencies at least quarterly.

IV. CAPACITY RIGHTS

4.1 <u>Contract Capacity</u>.

In consideration of the obligations in this Agreement, each Participating Agency shall have a contractual right to discharge wastewater to the Metro System up to the Contract Capacity set forth in Exhibit B. Each party's Projected Metro Flow 2050 stated in Exhibit G, is used solely for the purpose of allocating the Metro System's Pure Water Program Capital Improvement Costs, Repurified Water Revenue, and the Capital Expense Rate under this Agreement, and does not replace or limit Contract Capacity.

4.2 <u>Transfers of Contract Capacity</u>.

The Participating Agencies and the City may buy, sell or exchange all or part of their Contract Capacity among themselves on such terms as they may agree upon. The City shall be notified prior to any transfer. Any transfer shall be first approved by the City. No Contract Capacity may be transferred if the City determines, after consultation with the Participating Agencies involved in the transaction, that said transfer will unbalance, or will otherwise adversely impact the City's ability to operate the Metro System. Provided, however, that the Participating Agency seeking the transfer may offer to cure such imbalance at its own expense. Following the City's consent, as a ministerial matter, the Contract Capacity set forth in Exhibit B shall be adjusted to reflect the approved transfer. If necessary, Projected Metro Flow 2050 set forth in Exhibit G shall also be adjusted to reflect the approved transfer using the process set forth in Section 3.4.3.1, provided, however, that an amendment to Exhibit G due to an approved transfer shall not be retroactive in effect pursuant to Section 3.4.3.3.

4.3 Allocation of Additional Capacity.

The parties recognize that the City's applicable permits for the Metro System may be modified to create capacity in the Metro System beyond that set forth in Exhibit B as a result of the construction of additional facilities or as a result of regulatory action. This additional capacity shall be allocated as follows:

- 4.3.1 Except as provided in section 4.3.2 below, in the event that the Metro System is rerated so that additional permitted capacity is created, said capacity shall be allocated proportionately based upon the Metro System charges that have been paid since July 1, 1995 to the date of rerating.
- 4.3.2 In the event that the additional permitted capacity is created as the result of the construction of non-Metro System facilities, or as the result of the construction of facilities pursuant to Article VII, such additional capacity

shall be allocated proportionately based on the payments made to plan, design and construct such facilities.

4.4 <u>Deductions in Contract Capacity.</u>

The parties further recognize that the Contract Capacity in Exhibit B and Projected Metro Flow 2050 in Exhibit G may be modified to comply with, or in response to, applicable permit conditions, or related regulatory action, or sound engineering principles. In the event that the capacity of the Metro System is rerated to a level below the total capacity set forth in Exhibit B, the Contract Capacity in Exhibit B and Projected Metro Flow 2050 in Exhibit G shall be reallocated proportionately pending the acquisition or construction of new facilities. The City shall acquire or construct such facilities as necessary to provide the Contract Capacity rights set forth in Exhibit B, as planning and capacity needs require. The costs of such facilities shall be assessed pursuant to Section 3.2.

4.5 Amendments to Exhibits B and G.

As a ministerial matter, the City shall prepare amendments to Exhibits B and G to reflect any adjustment in Contract Capacity pursuant to this Article within ninety (90) days after the adjustment is made. The City shall give notice of the amendments to each Participating Agency, and shall provide copies of the amendments with the notice. The City shall keep an updated version of Exhibits B and G on file with the City Public Utilities Department.

4.6 The South Bay Land/Ocean Outfall.

Nothing in this Article shall limit the City's right to transfer capacity service rights in that portion of the South Bay Land/Ocean Outfall which is not part of the Metro System.

V. SYSTEM OF CHARGES

5.1 Charges Authorized.

The City agrees to implement and the Participating Agencies agree to abide by a new system of charges. This new system allows the City to equitably recover from all Participating Agencies their proportional share of the net Metro System Costs through the imposition of the following charges:

- 5.1.1 SSC (Sewer System Charge);
- 5.1.2 NCCC (New Contract Capacity Charge).

5.2 <u>SSC (Sewer System Charge)</u>.

The City shall determine the SSC based on the projected Metro System Costs (as defined below) for the forthcoming fiscal year, less all Metro System Revenues (as defined below).

5.2.1 Metro System Costs

- 5.2.1.1 The following shall at a minimum be considered Metro System Costs for purposes of calculating the annual SSC:
 - 5.2.1.1.1 Except as provided in section 5.2.1.2 (Excluded Costs), the annual costs associated with administration, operation, maintenance, replacement, annual debt service costs and other periodic financing costs and charges, capital improvement, insurance premiums, claims payments and claims administration costs of the Metro System, including projected overhead. Overhead shall be calculated using accepted accounting practices to reflect the overhead costs of the Metro System.
 - 5.2.1.1.2 Fines or penalties imposed on the City as a result of the operation of the Metro System, unless the fine/penalty is allocated to the City or a Participating Agency as provided in Section 2.6.7.
- 5.2.1.2 Excluded Costs. The following items shall not be considered Metro System Costs for purposes of calculating the annual SSC:
 - 5.2.1.2.1 Costs related to the City of San Diego's Municipal System as determined by reasonable calculations;
 - 5.2.1.2.2 Costs related to the treatment of sewage from any agency which is not a party to this Agreement;
 - 5.2.1.2.3 Costs related to the inspection and monitoring program for the industrial dischargers located in San Diego, including associated administrative and laboratory services;
 - 5.2.1.2.4 Right-of-way charges for the use of public streets of the City or any Participating Agency. The City and the Participating Agencies agree not to impose a right-of-way charge for the use of its public rights-of-way for Metro System purposes;
 - 5.2.1.2.5 Capital Improvement Costs of any non-Metro System facility;
 - 5.2.1.2.6 Capital Improvement Costs for which an NCCC is paid; and
 - 5.2.1.2.7 City Water Utility PW Costs.

- 5.2.2 Metro System Revenues.
 - 5.2.2.1 The following revenues shall be at a minimum considered Metro System Revenues for purposes of determining the annual SSC:
 - 5.2.2.1.1 Any grant or loan receipts or any other receipts that are attributable to the Metro System, including, but not limited to, all compensation or receipts from the sale, lease, or other conveyance or transfer of any asset of the Metro System; provided, however, that this shall not include any grant, loan, or other receipts attributable to the Metro System components of the Pure Water Program, which are specifically addressed in Section 5.2.2.1.8.
 - 5.2.2.1.2 All compensation or receipts from the sale or other conveyance or transfer of any Metro System by-products, including, but not limited to gas, electrical energy, sludge products, and Reclaimed Water (excepting therefrom any receipts allocated pursuant to section 5.2.2.1.3).
 - 5.2.2.1.3 The distribution of revenue from the sale of Reclaimed Water from the North City Water Reclamation Plant, including incentives for the sale of Reclaimed Water, shall first be used to pay for the cost of the Reclaimed Water Distribution System, then the cost of the Operation and Maintenance of the Tertiary Component of the North City Water Reclamation Plant that can be allocated to the production of Reclaimed Water, and then to the Metro System.
 - 5.2.2.1.4 Any portion of an NCCC that constitutes reimbursement of costs pursuant to Section 7.1.4.
 - 5.2.2.1.5 Any penalties paid under Section 7.3.
 - 5.2.2.1.6 Proceeds from the Capital Expense Rate, as calculated under Exhibit F and allocated among the City and Participating Agencies in the proportions set forth in Column 12 of Exhibit G.
 - 5.2.2.1.7 Those portions of Repurified Water Revenue attributable to the Metro System, as calculated under Exhibit F and allocated among the Participating Agencies in the proportions set forth in Column 12 of Exhibit G.

5.2.2.1.8 Any grant or loan receipts or any other receipts that are attributable to the Metro System components of the Pure Water Program, including, but not limited to, all compensation or receipts from the sale, lease, or other conveyance or transfer of any asset of the Metro System components of the Pure Water Program. Any proceeds under this section shall be allocated among the City and the Participating Agencies in the proportions set forth in Column 12 of Exhibit G.

5.2.2.2 Excluded Revenue

- 5.2.2.2.1 Capital Improvement Costs for which an NCCC is paid;
- 5.2.2.2.2 Proceeds from the issuance of debt for Metro System projects.
- 5.2.2.3 Proceeds from the sale of Reclaimed Water used to pay for the Reclaimed Water Distribution System pursuant to section 5.2.2.1.3 above.

5.2.3 Calculation of SSC Rates.

- 5.2.3.1 Prior to the initial implementation of the new system of charges, the City shall prepare a sample fiscal year estimate setting forth the methodology and sampling data used as a base for Strength based billing (SBB) which includes Flow and Strength (Chemical Oxygen Demand (COD) and Suspended Solids (SS)). The analysis shall be submitted to each Participating Agency.
- 5.2.3.2 The City shall determine the unit SSC rates by allocating net costs (Metro System Costs less Metro System Revenues) between parameters of Flow, COD and SS. This allocation is based on the approved Functional-Design Methodology analyses for individual Capital Improvement Projects (CIPs) and estimated Operation and Maintenance (O&M) Costs allocated to the three parameters. The City may revise the calculations to include any other measurement required by law after the effective date of this Agreement.
- 5.2.3.3 The net cost allocated to each of the three parameters (Flow, COD and SS) shall be divided by the total Metro System quantity for that parameter to determine the unit rates for Flow, COD and SS. These unit rates shall apply uniformly to all Participating Agencies.
- 5.2.4 Estimate and Billing Schedule and Year End Adjustment

- 5.2.4.1 The City shall estimate the SSC rates on an annual basis prior to January 15. The City shall quantify the SSC rates by estimating the quantity of Flow, COD and SS for each party, based on that party's actual flow and the cumulative data of sampling for COD and SS over the preceding years. If cumulative data is no longer indicative of discharge from a Participating Agency due to the implementation of methods to reduce Strength, previous higher readings may be eliminated.
- 5.2.4.2 Costs of treating Return Flow for solids handling will be allocated to the Participating Agencies in proportion to their Flow and Strength. Return Flow will not be counted against the Participating Agencies' Contract Capacity as shown in Exhibit B.
- 5.2.4.3 The City shall bill the Participating Agencies quarterly, invoicing on August 1, November 1, February 1 and May 1. Each bill shall be paid within thirty (30) days of mailing. Quarterly payments will consist of the total estimated cost for each Participating Agency, based on their estimated Flow, COD and SS, divided by four.
- 5.2.4.4 At the end of each fiscal year, the City shall determine the actual Metro System Costs and the actual Flow as well as the cumulative Strength data for the City and each of the Participating Agencies. The City shall make any necessary adjustments to the unit rates for Flow, COD and SS based on actual costs for the year. The City shall then recalculate the SSC for the year using actual costs for the year, actual Flow, and cumulative Strength factors (COD, SS and Return Flow) for the City and for each Participating Agency. The City shall credit any future charges or bill for any additional amounts due, the quarter after the prior year costs have been audited.

5.3 NCCC (New Contract Capacity Charge).

If New Contract Capacity is required or requested by a Participating Agency, pursuant to Article VII, the Metro System shall provide the needed or requested capacity, provided that the Participating Agency agrees to pay an NCCC in the amount required to provide the New Contract Capacity. New Contract Capacity shall be provided pursuant to Article VII.

5.4 <u>Debt Financing</u>.

The City retains the sole right to determine the timing and amount of debt financing required to provide Metro System Facilities.

5.5 Allocation of Operating Reserves and Debt Service Coverage.

The parties shall continue to comply with the 2010 Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies, attached hereto and incorporated herein as Exhibit C.

VI. PLANNING

6.1 <u>Projected Flow and Capacity Report.</u>

Commencing on July 1, 1999, each Participating Agency shall provide the City and the Metro Commission with a ten-year projection of its Flow and capacity requirements from the Metro System. The Agencies shall disclose any plans to acquire New Capacity outside the Metro System. This "Projected Flow and Capacity Report" shall be updated annually.

6.2 Other Planning Information.

Each Participating Agency shall provide the City with such additional information as requested by the City as necessary for Metro System planning purposes.

6.3 Ten-Year Capital Improvement Plan.

The City shall prepare a Ten-Year Capital Improvement Plan for the Metro System that describes the facilities necessary to convey, treat, and dispose of, or reuse all Flow in the Metro System in compliance with all applicable rules, laws and regulations. The plan shall be updated annually.

6.4 Notice to Metro Commission.

In the event that the City is not able to include a facility in the Ten-Year Capital Improvement Plan, the City shall notify the Metro Commission as soon as possible before the detailed design or construction of such facility provided that the facility will significantly impact the Metro System.

VII. FACILITIES SOLELY FOR NEW CONTRACT CAPACITY

The Participating Agencies and City are obligated to pay for the acquisition or planning, design, and construction of new facilities in the Metro System that are needed solely to provide New Contract Capacity only under the terms provided below.

7.1 Determination of Need for New Contract Capacity.

- 7.1.1 As part of its planning efforts, and considering the planning information provided to the City by the Participating Agencies, the City shall determine when additional facilities beyond those acquired or constructed pursuant to Article III above will be necessary solely to accommodate a need for New Contract Capacity in the Metro System, whether by the City or by the Participating Agencies. The City shall determine: (1) the amount of New Contract Capacity needed; (2) the Participating Agency or Agencies, or the City, as the case may be, in need of the New Contract Capacity; (3) the type and location of any capital improvements necessary to provide the New Contract Capacity; (4) the projected costs of any necessary capital improvements; and, (5) the allocation of the cost of any such facilities to the Participating Agency and/or the City for which any New Contract Capacity is being developed. The City shall notify the Participating Agencies of its determination within sixty days of making such determination.
- 7.1.2 The City or Participating Agency or Agencies in need of New Contract Capacity as determined by the City pursuant to section 7.1.1 above, may choose, in their sole discretion, to obtain New Capacity outside of the Metro System in lieu of New Contract Capacity. Under such circumstances, the Participating Agency or Agencies shall commit to the City in writing their intent to obtain such New Capacity. Upon such commitment, the City shall not be required to provide New Contract Capacity to such Agency or Agencies as otherwise required under this Agreement.
- 7.1.3 The Participating Agencies shall have six months from the date of notice of the determination within which to comment on or challenge all or part of the City's determination regarding New Contract Capacity, or to agree thereto or to commit, in writing, to obtain New Capacity outside of the Metro System. Any Participating Agency objecting to the City's determination shall have the burden to commence and diligently pursue the formal dispute resolution procedures of this Agreement within said six month period. The City's determination shall become final at the close of the six month comment and objection period. The City's determination shall remain valid notwithstanding commencement of dispute resolution unless and until otherwise agreed to pursuant to the dispute resolution process in Article IX, or pursuant to a final court order.
- 7.1.4 The City and the Participating Agency or Agencies which need New Contract Capacity shall thereafter enter into an agreement specifying the terms and conditions pursuant to which the New Contract Capacity will be provided, including the amount of capacity and the New Contract Capacity. Each party obtaining New Contract Capacity shall reimburse the Metro System for the costs of acquisition, planning, design, and construction of facilities necessary to provide the New Contract Capacity that have been paid by other parties under Section 7.2.3.

7.1.5 The parties recognize that the City may acquire and plan, design and construct facilities that are authorized pursuant to both Article III and Article VII of this Agreement. Under such circumstances, the City shall allocate the costs and capacity of such facilities pursuant to Article III and Section 7.1.1 as applicable.

7.2 <u>Charges for Facilities Providing New Contract Capacity</u>

- 7.2.1 The expense of acquisition, planning, design, and construction of New Contract Capacity shall be borne by the City or the Participating Agency or Agencies in need of such New Contract Capacity.
- 7.2.2 Notwithstanding any provision in this Agreement, the City and the Participating Agencies shall pay for the Operation and Maintenance Costs of all facilities pursuant to the payment provisions of Article III, including those facilities acquired and constructed to provide New Contract Capacity in the Metro System.
- 7.2.3 Charges for the acquisition, planning, design and construction of facilities solely to provide New Contract Capacity shall be paid for by the Participating Agencies and the City pursuant to the payment provisions in Article III of this Agreement until an agreement is reached under Section 7.1.4. or pending the resolution of any dispute relating to the City's determination with respect to New Contract Capacity.
- 7.2.4 As a ministerial matter, the City shall prepare amendments to Exhibits A and B to reflect the acquisition or construction of facilities to provide New Contract Capacity pursuant to this Article. The City shall give notice of the Amendments to the Participating Agencies, and shall provide copies of the Amendments with the notice.

7.3 Liquidated Damages.

7.3.1 The parties recognize that appropriate capacity and long term planning for same are essential to the proper provision of sewerage service. In recognition of same, the parties agree that discharge beyond Contract Capacity will result in damages that are difficult to determine. Therefore, the damages are being liquidated in an amount estimated to the actual damage that will be incurred by the City, and is not a penalty. In the event that a Participating Agency exceeds its Contract Capacity after the City has given notice that New Capacity is required, said Participating Agency shall be assessed and pay a liquidated damages until such time as the Participating Agency obtains the required New Capacity. The liquidated damages shall be one dollar (\$1) for each gallon of Flow which exceeds the Participating Agency's Contract Capacity for each quarter in which any exceedance occurs. The amount of liquidated damages shall be adjusted each fiscal year to reflect the annual

- percentage change in the Engineering News Record Los Angeles construction cost index.
- 7.3.2 In the event that a Participating Agency fails to pay the charges imposed under this Article after the City has given notice that payment is required, said Participating Agency shall be assessed and shall pay liquidated damages which shall be determined by multiplying the most recent quarterly earnings rate of the Local Agency Investment Fund's Pooled Money Investment Account times the total outstanding charges. The Participating Agency shall pay such liquidated damages each quarter until the outstanding charges are paid in full.

VIII. THE METRO COMMISSION

8.1 <u>Membership</u>.

The Metro Commission shall consist of one representative from each Participating Agency. Each Participating Agency shall have the right to appoint a representative of its choice to the Metro Commission. If a Participating Agency is a dependent district whose governing body is that of another independent public agency that Participating Agency shall be represented on the Metro Commission by a representative appointed by the governing body which shall have no more than one representative no matter how many Participating Agencies it governs. Each member has one vote in any matter considered by the Metro Commission. The Metro Commission shall establish its own meeting schedule and rules of conduct. The City may participate in the Metro Commission on an ex officio, non-voting basis.

- 8.2 <u>Advisory Responsibilities of Metro Commission</u>.
 - 8.2.1 The Metro Commission shall act as an advisory body, advising the City on matters affecting the Metro System. The City shall present the position of the majority of the Metro Commission to the City's governing body in written staff reports. The Metro Commission may prepare and submit materials in advance and may appear at any hearings on Metro System matters and present its majority position to the governing body of the City.
 - 8.2.2 The Metro Commission may advise the City of its position on any issue relevant to the Metro System.

IX. DISPUTE RESOLUTION

This Section governs all disputes arising out of this Agreement.

9.1 Mandatory Non-Binding Mediation.

If a dispute arises among the parties relating to or arising from a party's obligations under this Agreement that cannot be resolved through informal discussions and meetings, the parties involved in the dispute shall first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA, or

any other neutral organization agreed upon by the parties before having recourse in a court of law. Mediation shall be commenced by sending a Notice of Demand for Mediation to the other party or parties to the dispute. A copy of the notice shall be sent to the City, all other Participating Agencies, and the Metro Commission.

9.2 Selection of Mediator.

A single mediator that is acceptable to the parties involved in the dispute shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible, and chosen from lists furnished by JAMS, AAA, or any other agreed upon mediator.

9.3 <u>Mediation Expenses</u>.

The expenses of witnesses for either side shall be paid by the party producing such witnesses. All mediation costs, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be Metro System costs.

9.4 Conduct of Mediation.

Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (pursuant to California Evidence Code Sections 1115 – 1128 and 1152) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. The parties involved in the dispute shall have representatives attend the mediation who are authorized to settle the dispute, though a recommendation of settlement may be subject to the approval of each agency's boards or legislative bodies. Either party may have attorneys, witnesses or experts present.

9.5 Mediation Results.

Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

9.6 Performance Required During Dispute.

Nothing in this Article shall relieve the City and the Participating Agencies from performing their obligations under this Agreement. The City and the Participating Agencies shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.

9.7 Offers to Compromise

Any offers to compromise before or after mediation proceedings will not be used to prove a party's liability for loss or damage unless otherwise agreed by the parties in writing (pursuant to Evidence Code Section 1152.)

X. INSURANCE AND INDEMNITY

10.1 City Shall Maintain All Required Insurance.

- 10.1.1 Throughout the term of this Agreement the City shall procure and maintain in effect liability insurance covering Metro System assets and operations in the same manner, and to the same extent, as the City insures similar assets and operations of the City. Such insurance may be provided through separate policies for the Metro System, or by consolidating the Metro System with other City assets and operations for insurance purposes. If the Metro System is insured separately, policy limits, deductibles, and self-insured retentions shall be equivalent to what the City procures for other similar City assets and operations. The City shall maintain all insurance required by law, including workers' compensation insurance, and may self-insure for certain losses when allowed by law. The proportionate cost of insurance for the Metro System shall be included in the computation of the SSC.
- 10.1.2 If the Metro System is insured separately, any policy or policies of liability insurance carried by the City for the Metro System shall name the Participating Agencies as additional insureds with evidence of same supplied to each upon request.
- 10.1.3 Upon request by the Metro Commission or a Participating Agency, the City shall promptly provide written coverage and policy information, including, but not limited to, the scope of coverage, policy limits, deductibles, and self-insured retentions, including information on any claims made against the policies and remaining limits and deductibles.

10.2 Substantially Equivalent Coverage.

In the event of a transfer of the Metro System to a nonpublic entity pursuant to Article II, coverage substantially equivalent to all the above provisions shall be maintained by any successor in interest.

XI. INTERRUPTION OF SERVICE

Should the Metro System services to the Participating Agencies be interrupted as a result of a major disaster, by operation of federal or state law, or other causes beyond the City's control, the Participating Agencies shall continue all payments required under this Agreement during the period of the interruption.

XII. NOTICES REQUIRED UNDER AGREEMENT

The City and each Participating Agency shall give notice when required by this Agreement. All notices must be in writing and either served personally, or mailed by certified mail. The notices shall be sent to the officer listed for each party, at the address listed for each party in Exhibit D in accordance with this Article. If a party wishes to change the officer and/or address to which notices are given, the party shall notify all other parties in accordance with this Article. Upon such notice, as a ministerial matter, the City shall amend Exhibit D to reflect the changes. The amendment shall be made within thirty (30) days after the change occurs. The City shall keep an updated version of Exhibit D on file with the City Public Utilities Department. The City shall provide a copy of the amended Exhibit D to all parties.

XIII. EFFECTIVE DATE AND EXPIRATION

13.1 Effective Date.

This Agreement shall be effective thirty (30) days after execution by the City and all of the Participating Agencies, and shall be dated as of the signature date of the last executing party.

13.2 Expiration.

Subject to the rights and obligations set forth in Section 13.4, this Agreement shall expire on December 31, 2065. This Agreement is subject to extension by agreement of the parties. The parties shall commence discussions on an agreement to provide wastewater treatment services beyond the year 2065 on or before December 31, 2055, or at such time, if any, that the Point Loma WTP is required to be upgraded to secondary treatment.

13.3 Contract Capacity Rights Survive Expiration.

The Participating Agencies' right to obtain wastewater treatment services from the facilities referred to in, or constructed pursuant to this Agreement shall survive the expiration of the Agreement. Provided however, upon expiration of this Agreement, the Participating Agencies shall be required to pay their proportional share based on Flow and Strength of all Metro System Costs (Capital Improvement Costs and Operation and Maintenance) to maintain their right to such treatment services. Provided further, that in the event that the Participating Agencies exercise their rights to treatment upon expiration of this Agreement, the City shall have the absolute right, without consultation, to manage, operate and expand the Metro System in its discretion.

13.4 <u>Capital Expense Rate Beyond Expiration.</u>

The Capital Expense Rate, as further described in Exhibit F, shall continue until the cost difference between (a) the actual sum of Pure Water Program Capital Improvement Costs and associated debt attributable to the Metro System under Exhibit F and/or the costs to upgrade the Point Loma WTP and (b) \$1.8 billion (as adjusted for inflation), has been fully paid, or the Agreement expires, whichever is sooner. Notwithstanding, it is the express intent and desire of the City and the Participating Agencies that if the Agreement expires before the cost difference has been paid through the Capital Expense Rate, that the Capital Expense Rate

continue in any extension of this Agreement negotiated by the parties pursuant to Section 13.2 until the cost difference has been fully paid.

13.5 Abandonment.

After December 31, 2065, the City may abandon the Metro System upon delivery of notice to the Participating Agencies ten (10) years in advance of said abandonment. Upon notice by the City to abandon the Metro System, the parties shall meet and confer over the nature and conditions of such abandonment. In the event the parties cannot reach agreement, the matter shall be submitted to mediation under Article IX. In the event of abandonment, the City shall retain ownership of all Metro System assets free of any claim of the Participating Agencies.

XIV. GENERAL

14.1 Exhibits.

1. This Agreement references Exhibits A through G. Each exhibit is attached to this Agreement, and is incorporated herein by reference. The exhibits are as follows:

Exhibit A	Metro Facilities;
Exhibit B	Contract Capacities;
Exhibit C	Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies;
Exhibit D	Notice Listing;
Exhibit E	Reclaimed Water Distribution System;
Exhibit F	Pure Water Cost Allocation and Revenues; and
Exhibit G	Pure Water Capital Billing Table

14.2 <u>Amendment of Agreement</u>.

Except as provided in this Agreement, and recognizing that certain amendments are ministerial and preapproved, this Agreement may be amended or supplemented only by a written agreement between the City and the Participating Agencies stating the parties' intent to amend or supplement the Agreement.

14.3 Construction of Agreement.

14.3.1 Drafting of Agreement

It is acknowledged that the City and the Participating Agencies, with the assistance of competent counsel, have participated in the drafting of this

Agreement and that any ambiguity should not be construed for or against the City or any Participating Agency on account of such drafting.

14.3.2 Entire Agreement

The City and each Participating Agency represent, warrant and agree that no promise or agreement not expressed herein has been made to them, that this Agreement contains the entire agreement between the parties, that this Agreement supersedes any and all prior agreements or understandings between the parties unless otherwise provided herein, and that the terms of this Agreement are contractual and not a mere recital; that in executing this Agreement, no party is relying on any statement or representation made by the other party, or the other party's representatives concerning the subject matter, basis or effect of this Agreement other than as set forth herein; and that each party is relying solely on its own judgement and knowledge.

14.3.3 Agreement Binding on All; No Third Party Beneficiaries

This Agreement shall be binding upon and shall inure to the benefit of each of the parties, and each of their respective successors, assigns, trustees or receivers. All the covenants contained in this Agreement are for the express benefit of each and all such parties. This Agreement is not intended to benefit any third parties, and any such third party beneficiaries are expressly disclaimed.

14.3.4 Severability

14.3.4.1 Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely frustrate either the City's or a Participating Agency's essential objectives set forth in this Agreement.

14.3.4.2 Should a court determine that one or more components of the allocation of costs set forth in this Agreement places the City or a Participating Agency in violation of Article XIII D, Section 6 of the California Constitution with respect to their ratepayers, such components shall no longer be of force or effect. In such an event, the City and the Participating Agencies shall promptly meet to renegotiate the violative component of the cost allocation to comply with Article XIII D, Section 6 of the California Constitution, and use the dispute resolution process in Article IX of this Agreement if an agreement cannot be reached through direct negotiation.

14.3.4.3 Should a state or federal agency provide a final, written determination that the method of allocating Pure Water Program Capital Improvement Costs under this Agreement violates the requirements of state or federal grants or loans which are, or will be, used to fund the wastewater components of the Pure Water Program, such allocation method will no longer be of any force or effect. In such an event, the parties agree that the allocation of Pure Water Program Capital Improvement Costs attributable to the Metro System will be based on Strength and Flow as set forth in Section 3.4.1, and the allocation of Repurified Water Revenue and the Capital Expense Rate will be based on the parties' actual payments to fund the Pure Water Program Capital Improvement Costs attributable to the Metro System. The City and the Participating Agencies shall also promptly meet to negotiate an alternative cost allocation method that would comply with such grant or loan funding requirements.

14.3.5 Choice of Law

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

14.3.6 Recognition of San Diego Sanitation District as Successor to Certain Parties.

The parties hereby acknowledge and agree that the San Diego County Sanitation District is a Participating Agency under this Agreement as the successor in interest to the Alpine Sanitation District, East Otay Mesa Sewer Maintenance District, Lakeside Sanitation District, Spring Valley Sanitation District, and Winter Gardens Sewer Maintenance District.

14.4 <u>Declarations Re: Agreement.</u>

14.4.1 Understanding of Intent and Effect of Agreement

The parties expressly declare and represent that they have read the Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The parties further expressly declare and represent that they fully understand the content and effect of this Agreement and they approve and accept the terms and conditions contained herein, and that this Agreement is executed freely and voluntarily.

14.4.2 Warranty Regarding Obligation and Authority to Enter Into This Agreement

Each party represents and warrants that its respective obligations herein are legal and binding obligations of such party, that each party is fully authorized to enter into this Agreement, and that the person signing this

Agreement hereinafter for each party has been duly authorized to sign this Agreement on behalf of said party.

14.5 Restrictions on Veto of Transfers and Acquisitions of Capacity

Each party understands and agrees that this Agreement governs its respective rights and responsibilities with respect to the subject matter hereto and specifically recognizes that with respect to the transfer and acquisition of Contract Capacity (Section 4.2) or the creation of New Contract Capacity for any Participating Agency (Article VII), no Participating Agency has a right to veto or prevent the transfer of capacity by and among other Participating Agencies or with the City, or to veto or prevent the creation or acquisition of capacity for another Participating Agency or Agencies, recognizing that by signing this Agreement each Participating Agency has expressly preapproved such actions. The sole right of a Participating Agency to object to any of the foregoing shall be through expression of its opinion to the Metro Commission and, where applicable, through exercise of its rights under the dispute resolution provisions of this Agreement.

14.6 Right to Make Other Agreements

Nothing in this Agreement limits or restricts the right of the City or the Participating Agencies to make separate agreements among themselves without the need to amend this Agreement, provided that such agreements are consistent with this Agreement. Nothing in this Agreement or Exhibit F limits or restricts the right of the City or the Participating Agencies to enter into separate agreements for the purchase or sale of Repurified Water produced by the Water Repurification System or sharing in City Water Utility PW Costs. Such agreements shall not affect the cost allocation and Metro System revenues delineated in Exhibit F.

14.7 Limitation of Claims

Notwithstanding any longer statute of limitations in State law, for purposes of any claims asserted by the City or a Participating Agency for refunds of overpayments or collection of undercharges arising under this Agreement, the parties agree that such refunds or collections shall not accrue for more than four years prior to the date that notice of such claim is received by the City or a Participating Agency. This also applies to any related adjustments to each Participating Agency's share of net Metro System costs or revenues resulting from the resolution of such claims. The City and the Participating Agencies hereby waive any applicable statute of limitations available under State law that exceed four years. In no case shall the limitations period stated in this section begin to accrue until the date that the annual audit and year-end adjustment from which the claim arises are complete.

14.8 Counterparts

This Agreement may be executed in counterparts. This Agreement shall become operative as soon as one counterpart hereof has been executed by each party. The counterparts so executed shall constitute one Agreement notwithstanding that the signatures of all parties do not appear on the same page.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have executed this Amendment and Restated Regional Wastewater Disposal Agreement as of the date first set forth above.

CITY OF CHULA VISTA	Approved as to Form:
Name:	Name:
Title:	Title
CITY OF CORONADO	Approved as to Form:
Name:	
Title:	Title:
CITY OF DEL MAR	Approved as to Form:
Name:	Name:
Title:	Title:
CITY OF EL CAJON	Approved as to Form:
Name:	Name:
Title:	Title:
CITY OF IMPERIAL BEACH	Approved as to Form:
Name:	Name:
Title:	Title:
CITY OF LA MESA	Approved as to Form:
Name:	Name:
Title:	Title:
LEMON GROVE SANITATION DISTRICT	Approved as to Form:
Name:	Name:
Title:	Title:
CITY OF NATIONAL CITY	Approved as to Form:
Name:	Name:
Title:	Title:

OTAY WATER DISTRICT	Approved as to Form:		
Name:	Name:		
Title:	Title:		
PADRE DAM MUNICIPAL WATER DISTRICT	Approved as to Form:		
Name:	Name:		
Title:	Title:		
CITY OF POWAY	Approved as to Form:		
Name:	Name:		
Title:	Title:		
CITY OF SAN DIEGO	Approved as to Form:		
Name:	Name:		
Title:	Title:		
SAN DIEGO COUNTY SANITATION DISTRICT	Approved as to Form:		
Name:	Name:		
Title:	Title:		

EXHIBIT A

METRO FACILITIES AS OF 6/27/18

Existing Facilities

Pt. Loma Wastewater Treatment Plant

Pt. Loma Ocean Outfall

Pump Station #1

Pump Station #2

South Metro Interceptor

North Metro Interceptor

Metro Force Mains 1 & 2

Digested Sludge Pipeline

North City Water Reclamation Plant

Metro Biosolids Center (NCWR Plant Related Facilities)

North City Tunnel Connector

North City Raw Sludge Pipeline

Centrate Pipeline

Rose Canyon Parallel Trunk Sewer

Second Rose Canyon Trunk Sewer

East Mission Bay Trunk Sewer

Morena Blvd. Interceptor

South Bay Water Reclamation Plant

Dairy Mart Road & Bridge Rehab

Grove Avenue Pump Station

Grove Avenue Pump Station Sewer Pipeline

South Bay Raw Sludge Pipeline

South Bay Land/Ocean Outfall¹

Environmental Monitoring & Technical Services Laboratory

Centrate Treatment Facility at Metropolitan Biosolids Center

Metro Operations Center (Iv10C) Complex (based on annual facilities allocation)

Additional Metro Facilities

Note: The below listed facilities could be required as part of the Metro System for hydraulic capacity, good engineering practices and/or compliance with applicable law, rules or regulations, including OPRA, and the continuation of the City's waiver of applicable treatment standards at the Point Loma Wastewater Treatment Plant ("Waiver").

South Bay Sludge Processing Facility

¹ The South Bay Land/Ocean Outfall is jointly owned by the International Boundary and Water Commission, U.S. Section (60.06%) and the City of San Diego (39.94%). The capacity of the City's portion of the outfall as of the date of this Agreement is 74 MGD average dry weather flow, of which the Metro System has a capacity right to 69.2 MGD and the City as an exclusive right to 4.8 MGD.

South Bay Secondary Treatment Plant, Phase I (21 MGD) South Bay Secondary Sewers, Phase I

Note: These facilities could be required as part of the Metro System for hydraulic capacity, good engineering practices, compliance with OPRA, and to maintain the City's Waiver. In the event that hydraulic capacity demands, or the obligations of OPRA (or its successor) or the terms of the City's Waiver change, these facilities may not be required or may be modified or supplemented, as appropriate, pursuant to the terms of this Agreement.

South Bay Secondary Treatment Plant, Phase II (28 MGD) South Bay Secondary Sewers, Phase II

Note: These facilities could be added to the Metro System as part of Phase I of the Pure Water Program.

Expansion of North City Water Reclamation Plant Morena Pump Station

EXHIBIT B
CONTRACT CAPACITIES

Annual Average Daily Flow in Millions of Gallons Per Day

	Original Contract	Additional Contract	New Contract	Transferred Contract	Contract	Percent of
Metro Agency	Capacity	Capacity	Capacity	Capacity	Capacity	Total
Chula Vista	19.843	1.021	0.000	0.000	20.864	8.182%
Coronado	3.078	0.172	0.000	0.000	3.250	1.275%
Del Mar	0.821	0.055	0.000	0.000	0.876	0.344%
East Otay Mesa*	0.000	0.000	0.000	1.000	1.000	0.392%
El Cajon	10.260	0.655	0.000	0.000	10.915	4.280%
Imperial Beach	3.591	0.164	0.000	0.000	3.755	1.473%
La Mesa	6.464	0.359	0.000	0.170	6.993	2.742%
Lakeside-Alpine ³	* 4.586	0.255	0.000	0.000	4.841	1.898%
Lemon Grove	2.873	0.154	0.000	0.000	3.027	1.187%
National City	7.141	0.346	0.000	0.000	7.487	2.936%
Otay	1.231	0.056	0.000	0.000	1.287	0.505%
Padre Dam	6.382	0.343	0.000	(0.500)	6.225	2.441%
Poway	5.130	0.264	0.000	0.500	5.894	2.312%
Spring Valley/ Otay Ranch*	10.978	0.545	0.000	(1.170)	10 .353	4.060%
Wintergardens*	1.241	0.068	0.000	0.000	1.309	0.513%
Subtotal	83.619	4.459	0.000	0.000	88.078	34.540%

Metro Agency	Original Contract Capacity	Additional Contract Capacity ¹	New Contract Capacity ²	Transferred Contract Capacity ³	Total Contract Capacity	Percent of Total
San Diego	156.381	10.541	0.000	0.000	166.922	65.460%
Total	240.000	15.000	0.000	0.000	255.000	100.00%

^{*} Indicates a sub-area of the San Diego County Sanitation District.

- 1. Additional Contract Capacity is capacity allocated pursuant to Section 4.3.1 of the Agreement.
- 2. New Contract Capacity is capacity obtained pursuant to Section 6 of the Agreement.
- 3. Transferred Contract Capacity is capacity obtained pursuant to Section 4.2 of the Agreement.

EXHIBIT C

ADMINISTRATIVE PROTOCOL ON ALLOCATION OF OPERATING RESERVES AND DEBT SERVICE COVERAGE TO PARTICIPATING AGENCIES

METRO WASTEWATER JPA



276 Fourth Avenue Chula Vista, CA 91950 619-476-2557

Ernest Ewin, Chairman

April 19, 2010

Rod Greek Public Utilities Deputy Director City of San Diego, Metropolitan Wastewater 9192 Topaz Way San Diego, CA 92123

Re: Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies

Dear Mr. Greek:

This letter is intended to memorialize the attached Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies ("Protocol") negotiated between the City of San Diego and Metro TAC/ Metro JPA/ Metro Commission, on behalf of the Participating Agencies under the Regional Wastewater Disposal Agreement. Your signature will indicate acceptance of the Protocol on behalf of the City.

By countersigning this letter, the City of San Diego and Metro TAC/ Metro JPA/ Metro Commission acknowledge and agree to the terms and conditions contained in the attached Protocol.

Sincerely,

or the Metro TAC/ Metro IPA/ Metro Commission

Enclosure

The Protocol is accepted by the City of San Diego pursuant to the terms and conditions set forth in the attachment hereto:

Date: 4/19/10

Rod Greek, Public Utilities Deputy Director

The Protocol is accepted by Metro TAC/ Metro JPA/ Metro Commission on behalf of the Participating Agencies pursuant to the terms and conditions set forth in the attachment hereto:

Date: 5/0/0

The Joint Powers Authority Proactively Addressing Regional Wastewater Issues

Chula Vista • Coronado • Del Mar • Imperial Beach • La Mesa • Lemon Grove Sanitation District
National City • Otay Water District • Poway • Padre Dam Municipal Water District
County of San Diego, representing East Otay, Lakeside/Alpine, Spring Valley & Winter Gardens Sanitation Districts

Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies

BACKGROUND:

In early 2008 the MetroTAC formed a working group in response to the City of San Diego's request for \$20 million in funding in FYE 2009 from the Participating Agencies ("PAs") for operating reserves and debt service coverage. The working group continued to meet with City of San Diego staff regarding the establishment of a mutually agreed upon protocol through early February 2010. A summary of the City of San Diego's 2008 proposal and the negotiated 2010 protocol is included as Attachment A.

At its regular meeting of February 17, 2010, the MetroTAC approved the following recommendations to move to the Finance Committee of the Metro Wastewater JPA and thereafter to the Metro Commission/Metro Wastewater JPA for discussion and action:

- Proceed with PAs funding a 1.2 debt service ratio coverage
- Proceed with PAs funding a 45 day operating reserves
- The PAs will fund no other reserves
- FY07 and FY08 refund monies will be used to fund the operating reserves
- Interest accrual on operating reserves and undesignated accounts will start with FY10 (beginning on July 1, 2009)

The Finance Committee of the Metro Wastewater JPA, at its February 24, 2010 meeting, took action to recommend approval of the above, by the Metro Commission/ Metro Wastewater JPA. At its March 4, 2010 meeting, the Metro Commission/ Metro Wastewater JPA, comprised of representatives of the PAs, approved the components of the negotiated policy, with the understanding that any such policy would serve as an administrative protocol regarding the allocation of debt service coverage to the PAs and funding of operating reserves by the PAs.

PROTOCOL REGARDING PA FUNDING OF OPERATING RESERVES:

Background:

Operating reserves are established to provide funding for unforeseen events that might occur during the course of the fiscal year such as unforeseen major maintenance or capital projects. The PAs performed a survey of other regional wholesale agencies and determined that agencies such as the San Diego County Water Authority maintain a 45 day operating reserves. Although the City of San Diego's current policy is to increase operating reserves for its retail customers from 45 to 70 days, the City realizes that if a major maintenance incident should occur it can immediately request payment from the PAs per the Regional Wastewater Disposal Agreement. The City of San Diego's retail customer's rates cannot be immediately increased due to Proposition 218 requirements for noticing and public hearings.

Protocol:

Attachment B is a summary of the funding strategy showing each PAs 2007 and 2008 refunds based on recent City Metro Wastewater Exhibit E audits. The refunds will be used to fund the PAs 45 day operating reserves contribution. In the majority of cases most PAs will see a refund even after they have

fully funded their portion of the operating reserves. PAs that do not have adequate refunds will be billed for their portion of the reserve in the next quarterly 2010 billing. The operating reserves for each fiscal year will be established based on 45 days of operating revenues as determined by the following formula:

Fiscal Year Estimated Operating Expenses (not including CIP and debt service) X 45 days 365 days

The number of days included in the calculation cannot be changed without prior consent of the PAs.

The operating reserves will be maintained by the City of San Diego and interest will accrue on a monthly basis based on actual interest rates on the City's investments. This interest revenue will be added to the PAs undesignated fund balance for that fiscal year. As part of each year's Exhibit E audit the actual required operating reserves and interest earned on it will be determined and audited by the City of San Diego's external auditors and PA representatives. A summary of the operating reserves balance and interest earned for each PA will be included as a footnote or attachment to the City Metro Wastewater Exhibit E Audit.

PROTOCOL REGARDING ALLOCATION OF DEBT SERVICE COVERAGE TO PAS

Background:

A 1.2 debt service coverage ratio is a requirement for all of the outstanding Metro parity debt. A cash flow prepared by the City of San Diego shows (Attachment C) that if the PAs are billed at the current level (\$65 million annually to cover the PAs portion of operations, pay-go capital, and debt service expense) for the next three to five years that this requirement can be achieved without additional contributions by the PAs. This provides the PAs a stable projected annual Metro contribution for the next three to five years.

Protocol:

The PAs will maintain through annual contributions and use of PA undesignated fund balance a positive cash flow not to exceed 1.2 times the PA share of the required annual debt service on Metro Debt. The debt service coverage ratio of 1.2 cannot be changed without prior consent of the PAs.

The undesignated fund balance will be maintained by the City of San Diego and interest will accrue on a monthly basis based on actual interest rates on the City's investments. This interest revenue will be added to the PAs undesignated fund balance for that fiscal year.

As part of each year's Exhibit E audit the actual required reserve coverage and interest earned on the undesignated fund balance will be determined and audited by the City of San Diego's external auditors and PA representatives. A summary of the debt service coverage requirement and portion of interest earned on the undesignated fund balance for each PA will be included as a footnote or attachment to the City Metro Wastewater Exhibit E Audit.

If the cash flow in any year does not provide the required 1.2 debt service coverage the PAs will be billed the additional required revenue including interest.

Attachment A Original San Diego Proposal

Draft

FY 2009, and prospective years, Participating Agency funding process for the allocation of the MWWD Debt Service Coverage requirement:

Year 1

On October 1, 2008

- 1. Obtain the FY 2009 total MWWD debt service amount including SRF debt from the Administrative Services, Budget Section.
- 2. Calculate the debt service coverage dollar amount greater than 100%. The target debt service coverage percentage of 1.56 is the average debt service coverage ratio found in the current rate case model. The formula is: ([Current Debt Service Amount], \$94,306,351 * .56 = \$52,811,557).
- 3. Allocate the total debt service coverage amount between the Municipal and Metropolitan Systems using their respective debt service percentages of 77.91% for the Metropolitan System and 22.09% for the Municipal System.
- 4. Obtain final FY 2009 projected flow-based billing percentages for the Participating Agencies from Admin Services, Agency Contracts Section, (Peggy Merino).
- 5. Allocate the Metropolitan System portion of the debt service coverage amount to the City of San Diego and the 15 Participating Agencies using final FY 2009 projected flow-based billing percentages.
- 6. Update the Participating Agency Debt Coverage Payment Schedule.

On October 4, 2008

1. Forward the Participating Agency Debt Coverage Payment Schedule to the Admin Services, Agency Contracts Section, (Peggy Merino).

On November 1, 2008

1. Admin Services, Agency Contracts Section, (Peggy Merino) sends FY 2009 second quarter invoices to include as a second item, the debt service coverage amounts. The due date is December 1, 2008. (no interest will be applied to these accounts due to the mid year payment approach)

On December 1, 2008

- 1. Recognize the Participating Agencies debt service coverage payments as new revenues and update the Participating Agency Debt Coverage Payment Schedule.
- 2. Inform Admin Services, Agency Contracts Section, (Peggy Merino) to reduce the Participating Agencies FY 2010 CIP expense allocation by the FY 2009 Participating Agencies debt service coverage payments.
- 3. Obtain the preliminary FY 2010 projected flow-based percentages for the Participating Agencies from Admin Services, Agency Contracts Section, (Peggy Merino).
- 4. Calculate a preliminary FY 2010 debt service coverage schedule and forward to the Admin Services, Agency Contracts Section, (Peggy Merino)

On January 1, 2009

 Admin Services, Agency Contracts Section, (Peggy Merino), informs the Participating Agencies of the FY 2010 projected debt service coverage amounts for budgeting purposes.

On July 1, 2009

 Apply the FY 2009 Participating Agencies debt service coverage payments towards the cash requirement for the FY 2010 Metro based CIP Project budget. Any residual amounts will be applied to the O&M budget.

Year 2 (Prospective Years)

On October 1, 2009

- 1. Obtain the Fiscal Year 2010 total MWWD debt service amount including SRF debt from the Administrative Services, Budget Section.
- 2. Calculate the debt service coverage dollar amount greater than 100%. The target debt service coverage percentage of 1.56 is the average debt service coverage ratio found in the current rate case model. The formula is: ([Current Debt Service Amount], \$xxx,xxx,xxx * .56 = \$xxx,xxx,xxx)
- 3. Allocate the total debt service coverage amount between the Municipal and Metropolitan Systems using their respective debt service coverage percentages of xx.xx% for the Municipal System and xx.xx% for the Metropolitan System.
- 4. Obtain the final FY 2010 projected flow-based percentages for the Participating Agencies from Admin Services, Agency Contracts Section, (Peggy Merino).
- 5. Allocate the Metropolitan System portion of the debt service coverage amount to the City of San Diego and the 15 Participating Agencies using the preliminary FY 2010 projected flow-based percentages.
- 6. Update the Participating Agency Debt Coverage Payment Schedule.

On October 4, 2009

1. Forward the Participating Agency Debt Coverage Payment Schedule to the Admin Services, Agency Contracts Section, (Peggy Merino) for invoicing purposes.

On November 1, 2009

1. Admin Services, Agency Contracts Section, (Peggy Merino) sends FY 2009 second quarter invoices to include as a second item, the debt service coverage amounts. The due date is December 1, 2009. (no interest will be applied to these accounts due to the mid year payment approach)

On December 1, 2009

- 1. Recognize the Participating Agencies debt service coverage payments as new revenues and update the Participating Agency Debt Coverage Payment Schedule.
- 2. Inform Admin Services, Agency Contracts Section, (Peggy Merino) to reduce the Participating Agencies FY 2011 CIP expense allocation by the FY 2010 Participating Agencies debt service coverage payments.
- 3. Obtain the preliminary FY 2011 projected flow-based percentages for the Participating Agencies from Admin Services, Agency Contracts Section, (Peggy Merino).
- 4. Calculate a preliminary FY 2011 debt service coverage schedule and forward to the Admin Services, Agency Contracts Section, (Peggy Merino)

On January 1, 2010

 Admin Services, Agency Contracts Section, (Peggy Merino), informs the Participating Agencies of the FY 2011 projected debt service coverage amounts for budgeting purposes.

On July 1, 2010

1. Apply the FY 2010 Participating Agencies debt service coverage payments towards the cash requirement for the FY 2011 Metro based CIP Project budget. Any residual amounts will be applied to the O&M budget.

H:\Participating Agencies\FY 2009 Debt Coverage Process Flow 07162008 ver 2 draft.doc

Attachment B Operating Reserve Funding Strategy

FY07-FY08 Operating Reserve Rate Stabilization Based on 2008 Flows FINAL

	EXHIBIT	EXHIBIT E AUDIT ADJUSTMENTS	MENTS		2008 FLOWS & LOADS	ADS
Agency	FY 2007	FY 2008	TOTAL	2008 FLOWS	OPERATING	NET
CHULA VISTA	(\$1,837,010)	(\$2,100,751)	(\$3,937,761)	28.083%	\$1,202,374	(\$2,735,387)
CORONADO	(\$189,910)	(\$366,858)	(\$556,768)	3.356%	\$143,693	(\$413,075)
DEL MAR	(\$87,785)	(\$103,913)	(\$191,698)	1.029%	\$44,061	(\$147,637)
EL CAJON	(\$290,369)	\$88'99\$	(\$223,481)	15.270%	\$653,789	\$430,308
IMPERIAL BEACH	(\$132,300)	(\$130,153)	(\$262,453)	3.652%	\$156,373	(\$106,080)
LA MESA	(\$99,793)	(\$40,190)	(\$139,983)	8.842%	\$378,561	\$238,578
LAKESIDE/ALPINE	(\$293,313)	(\$243,206)	(\$536,519)	5.357%	\$229,368	(\$307,151)
LEMON GROVE	(\$147,034)	(\$195,043)	(\$342,077)	3.611%	\$154,615	(\$187,462)
NATIONAL CITY	(\$637,379)	(\$947,043)	(\$1,584,422)	7.572%	\$324,211	(\$1,260,211)
ОТАУ	\$123,792	(\$138,545)	(\$14,753)	0.459%	\$19,668	\$4,915
PADRE DAM	(\$789,976)	(\$1,752,218)	(\$2,542,194)	5.198%	\$222,537	(\$2,319,657)
POWAY	(\$683,251)	\$130,168	(\$553,083)	5.770%	\$247,021	(\$306,062)
SPRING VALLEY	(\$611,093)	(\$667,539)	(\$1,278,632)	10.316%	\$441,691	(\$836,941)
WINTERGARDENS	(\$71,984)	(\$56,162)	(\$128,146)	1.482%	\$63,470	(\$64,676)
TOTAL	(\$5,747,405)	(\$6,544,565)	(\$12,291,970)	100%	\$4,281,432	\$ (8,010,538.00)

Attachment C Debt Service Coverage Funding Strategy

Attachment C

Schedule of Participating Agency Contributions to Operations Reserve and Debt Service Coverage Cash flow FY 2007-2011 Prepared on: February 23, 2010

HOW TO READ CASH FLOW SPREADSHEET: Blue font = data inputted directly into spreadsheet

Gree	Green font = data imported from another sureadsheet in weethook	ishaar in workhoot										
Blac	Black font = Calculation; see legend to determine calculation	e calculation	200	AUDITED FY07	ED FY08	FY09	FY10	FY11	PROJECTED FY12	FY13	P714	FY15
Line #			Foot-									
	Current Projected Revenue Stream	Input		\$5,4 007 595	400 100 000							
3 6	Annual Refund After Exhibit E Audit Transfer (to)/from Operating Reserve	Input			860,162,038	557,249,960	\$64,487,408	\$65,000,000	\$65,000,000	\$65,000,000	\$65,000,000	\$65,000,000
4	Undesignated Fund Balance Interest	Line 17 X Interest Rate	Ξ			,	(4,281,432)	(42,814)	(3,000,000)	(2,500,000)	(2.100,000)	(1.300,000)
n e	Operating Reserve Interest	Calculated Off-Line	2 2				066'64	258,156	225,608	113,282	(44,112) 62,579	(44,553)
7	Less:	Sum(Line1:Line5)		\$54,007,596	\$63,231,038	\$57.749 9En	104,514	166,159	167,871	169,199	171,194	172 906
- 80	PA Estimated Total Operation 5					00000000000	552,441,049	\$63,881,500	\$62,350,187	\$62,739,106	\$63,089,661	\$63,387,252
6	control of the street of the s	Prior year X 1.01	(E)	\$32,304,298	\$37,150,042	\$34,727,170	534,727,170	\$35.074.442	435 475 185			
9	Net PA System Revenue	Line 6 - Line 8		\$21 703 309					201,024,000	935,7,79,438	\$36,137,232	\$36,498,605
# :	.00			957,103,238	956,080,925	\$22,522,790	\$17,513,879	\$28,807,059	\$26,925,001	\$26,959,668	\$26 952 479	(15,000,000)
3 :		Calculated Off-Line		520 373 393	200000000000000000000000000000000000000						24,200,024	220,888,047
J 7	Total CIP and Oaks Conducted CIP	Input	(4)	(4,417,502)	(512,512)	>20,441,069	524,049,989	524,043,880	522,479,039	\$22,478,26E	\$22,478,075	SEC 878.758
15	and account to the	Line 12 + 13		15,955,891	19,337,539	20,441,069	75 368 037	5,610,210	7,369,218	5,860,940	4,570,129	4,655,009
16	Net Income after CIP and Debt Sendon	01					100,000,00	060'650'67	29,848,257	28,279,206	27,048,204	27,133,739
17	PA Undesignated Fund Balance	Line 16 + Prior Year		\$5,747,407	\$6,743,457	\$2,081,721	(\$7,854,157)	(\$847,032)	(\$2.923.257)	(51 319 537)	the section	
8 5	Calculated Date Const.			100	512,450,864	\$14,572,585	\$6,718,428	\$5,871,396	\$2,948,139	\$1,628,602	\$1,532,827	\$1.287.735
2 2		Line 10/Line 12	(2)				0.73	00.	į			
77	Operating Reserve (45 days)	 (Line 8/365 days) X 45 days	,					07:7	1.20	1.20	1.20	1.20
			,				\$4,281,432	\$4,324,246	\$4,367,489	\$4 411 150	200 400	
	Footnotes		1		0.00					Tariatrica	5/7/204/2	54.499.828

(1) average of current year ending balance + prior year ending balancel times 3.2% (2) average monthly balance times LAIF rate (first year calculated at half year interest) (3) FVO9 based on average of FVO7 & FVO8 then 1% inflation (4) 20% of projected Metro CIP (5) Minimum coverage requirement 1.2 time annual Metro debt service

PA Operating Expenses: \$4,281,432
Times ave monthly LAIF Interest Rate: 0.038425 (range from 3.18% to 4,53% per month)
FVIO Estimated Interest Earned: \$164,514 | F110 Operating Reserve Calc;
| P.A. Operating Expenses: \$34,727,170 |
| divided by: \$365,143 |
| Times: \$4,281,432 |
| 54,281,432 | Equals: Times: 45 day Operating Reserve:

EXHIBIT D

NOTICE LISTING

City Manager City of Chula Vista 276 Fourth Avenue Chula Vista, CA 91919 Phone: 691-5031 Fax: 585-5612

City Manager City of Coronado 1825 Strand Way Coronado, CA 92113 Phone: 522-7335 Fax: 522-7846

City Manager City of Del Mar 1050 Camino Del Mar Del Mar, CA 92014 Phone: 755-9313 ext. 25

Fax: 755-2794

City Manager City of El Cajon 200 Civic Center Way El Cajon, CA 92020 Phone: 441-1716 Fax: 441-1770

City Manager City of Imperial Beach 825 Imperial Beach Blvd. Imperial Beach, CA 91932 Phone: 423-8300 ext. 7

Fax: 429-9770

City Manager City of La Mesa 8130 Allison Avenue La Mesa, CA 91942 Phone: 667-1101 Fax: 462-7528

City Manager City of Lemon Grove 3232 Main Street Lemon Grove, CA 91945

Phone: 464-6934 Fax: 460-3716

City Manager City of National City 1243 National City Blvd. National City, CA 91950 Phone: 336-4240 Fax: 336-4327

City Manager City of Poway 13325 Civic Center Drive Poway, CA 92064 Phone: 679-4200 Fax: 679-4226

Chief Operating Officer City of San Diego 202 "C" Street San Diego, CA 92101

Phone: 236-5949 Fax: 236-6067

Chief Administrative Officer County of San Diego 1600 Pacific Highway, Rm. 209 San Diego, CA 92101

Phone: 531-5250 Fax: 557-4060

General Manager Otay Water District 2554 Sweetwater Springs Blvd. Spring Valley, CA 91977

Phone: 670-2210 Fax: 670-2258

General Manager Padre Dam Municipal Water District 9300 Fanita Pkwy

Santee, CA 92071 Phone: 258-4610 Fax: 258-4794

EXHIBIT E

RECLAIMED WATER DISTRIBUTION SYSTEM

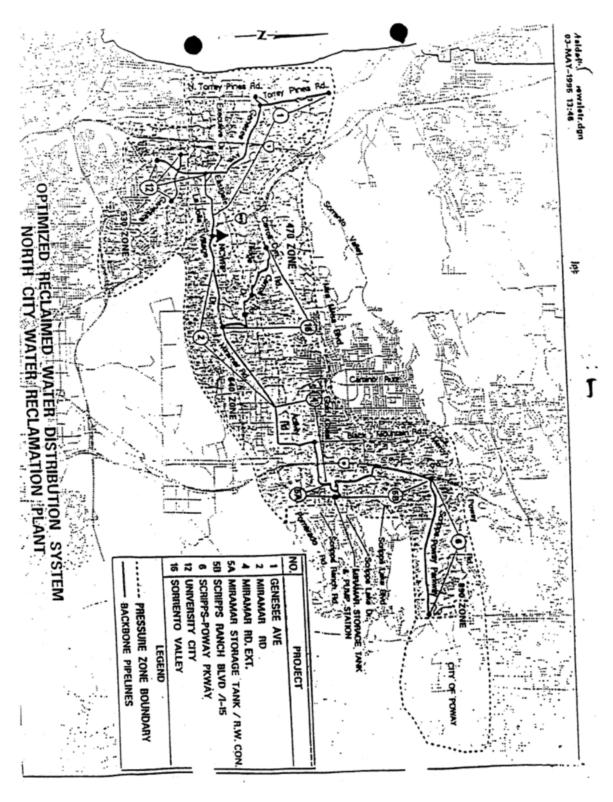


EXHIBIT F

PURE WATER PROGRAM COST ALLOCATION AND REVENUES

As part of the Pure Water Program, the City intends to modify the North City Water Reclamation Plant (a Metro System facility) and expand its capacity to 52 mgd. In addition, the City intends to construct the North City Pure Water Facility on a nearby site to produce Repurified Water. This Exhibit F sets forth the costs and revenues associated with the Pure Water Program which are, or are not, attributable to the Metro System.

I. Costs Excluded from Metro System Costs

All of the following Pure Water Program costs, including Capital Improvement Costs, Operation and Maintenance Costs, and other related costs (including administration, insurance, claims, and overhead) are excluded as Metro System Costs for purposes of calculating the annual Sewer System Charge, and shall be the responsibility of City's water utility ("City Water Utility PW Costs"), unless otherwise expressly agreed to pursuant to an amendment to this Exhibit F:

1.1 General Exclusions.

- 1.1.1 Costs of the Water Repurification System and any Metro System facilities to the extent constructed, modified, expanded, or used for the purpose of treating water beyond secondary treatment (ocean discharge standard under current law). This shall include costs for preliminary treatment, primary treatment, and secondary treatment to the extent such costs are higher than they would otherwise be due to the production of Repurified Water.
- 1.1.2 Costs for fail-safe disposal, if necessary, for design capacity for Repurified Water, including, but not limited to, any costs associated with the reservation of capacity at the Point Loma Wastewater Treatment Plant.
- 1.1.3 Costs for the demolition or replacement of existing Metro System facilities with similar facilities for the purpose of making space available for Water Repurification System facilities. Such costs may take into account the current asset value or market value of the existing Metro System facility.

1.2 Cost Exclusions Specific to North City Water Reclamation Plant Improvements.

- 1.2.1 Costs for increased aeration tank volume to the extent the new volume exceeds the amount necessary to provide 52 mgd capacity. Determination of sizing to provide 52 mgd capacity shall be based on the current tank volume necessary to provide 30 mgd capacity.
 - 1.2.2 Costs for the methanol feed system.
- 1.2.3 Costs for brine disposal, including, but not limited to, pump stations, pipelines, retreatment, ocean outfall, and monitoring.

1.2.4 Costs for the use of existing tertiary water filters for Repurified Water purposes. Such costs may take into account the depreciated value of such filters, or use such other appropriate valuation method as agreed by the City and authorized representatives of the Metro Commission. (Costs under this section shall be reimbursed or credited by City's water utility to the Metro System.)

II. North City Water Reclamation Plant Improvement Costs Included as Metro System Costs

Notwithstanding the above exclusions, the City and the Participating Agencies have specifically agreed that the following Capital Improvement Costs and Operation and Maintenance Costs related to North City Water Reclamation Plant improvements shall be included as Metro System Costs for purposes of calculating the annual Sewer System Charge (and therefore not qualify as City Water Utility PW Costs):

- 2.1 Costs for chemically enhanced primary treatment for up to 52 mgd capacity.
- 2.2 Costs for primary effluent equalization for up to 52 mgd capacity.
- 2.3 Costs for increased volume of aeration tanks that will provide up to, but not exceeding, 52 mgd capacity. Determination of sizing to provide 52 mgd capacity shall be based on the current tank volume necessary to provide 30 mgd capacity.
 - 2.4 Costs to add secondary clarifier tanks sufficient for up to 52 mgd capacity.
- 2.5 Costs for wastewater conveyance facilities to provide wastewater for replacement of centrate flows that cannot be treated at the North City Water Reclamation Plant due to the production of Repurified Water.
- 2.6 Costs for treatment and conveyance of all return flows (micro-filtration and tertiary backwash) based on Flow, COD, and SS.

III. <u>Cost Allocation Example</u>

Attachment 1 is an example of the City's Pure Water Phase I Cost Estimate (based on 60% design), and indicates which costs are City Water Utility PW Costs and which costs are attributable to the Metro System. The Parties agree that Attachment 1 is an illustrative document to assist the Parties in the future and is not a comprehensive list of all such costs. If there is any conflict between this Exhibit F and Attachment 1, or if a specific cost is not addressed in Attachment 1, this Exhibit F shall control.

IV. Revenue Sharing for Repurified Water

4.1 **Background.** Initially, the parties anticipate that the cost per acre foot associated with the production of Repurified Water will be more expensive than the cost per acre foot of untreated imported water. However, it is anticipated that Repurified Water produced under the Pure Water Program will be less expensive than untreated imported water sometime in the future. Once Repurified Water produced under the Pure Water Program becomes less expensive

than the cost of untreated imported water, the parties agree that there will be revenue from the Pure Water Program.

4.2 **Calculation.** Revenue sharing shall occur in each fiscal year during which the annual cost per acre foot associated with the production of Repurified Water is less than the cost of untreated water per acre foot from the San Diego County Water Authority ("**CWA**"). The annual cost difference shall be known as "**Repurified Water Revenue**." Repurified Water Revenue shall be determined as follows:

Annual cost per acre foot of CWA untreated water purchased by the City for delivery at Miramar Reservoir (which shall be determined based on the total of certain fixed and variable costs for water actually billed to the City by CWA for water delivered at Miramar Reservoir in a fiscal year, divided by the number of acre-feet of CWA water delivered at Miramar Reservoir that year)

less

Annual cost per acre foot of City Water Utility PW Costs (which shall be determined based on total annual City Water Utility PW Costs divided by the number of acre-feet of Repurified Water actually produced in that year)

multiplied by

The number of acre feet of Repurified Water produced by Pure Water Program facilities during the applicable fiscal year.

Attachment 2 is an example of a bill from CWA showing which fixed and variable costs for untreated water will be used for determining Repurified Water Revenue and the amount of water delivered in a billing period. The Parties agree that Attachment 2 shall be referred to by the Parties in the future in determining how costs for water delivered at Miramar Reservoir are calculated. If no untreated water is delivered at Miramar Reservoir in a given year, then the closest point of delivery of untreated water to the City shall be used.

Attachment 3 is a sample calculation of Repurified Water Revenue.

The City shall estimate whether there will be Repurified Water Revenue in the upcoming fiscal year prior to January 15 of each year, and the estimated amount of Repurified Water Revenue shall be effective on July 1 of the upcoming fiscal year.

4.3 **Revenue Sharing.** Repurified Water Revenue shall initially be shared based on the relative actual Capital Improvement Costs for the Pure Water Program contributed by City's Water Utility and the Metro System. Such Capital Improvement Cost contributions are currently estimated as (61% City Water Utility and 39% Metro System) until the debt attributable to the Metro System is fully paid.

Following full payment of debt attributable to the Metro System, Repurified Water Revenue shall be shared based on the relative actual Operation and Maintenance Costs for Pure Water Program facilities contributed by City's Water Utility and the Metro System, calculated annually. Such Operation and Maintenance Costs are currently estimated as (76% City Water Utility and 24% Metro System) on an annual basis.

4.4 **Year-End Adjustment.** At the end of each fiscal year during which there is Repurified Water Revenue, the City shall determine the actual cost per acre foot of CWA untreated water purchased by the City, the actual cost per acre foot of City Water Utility PW costs, and the actual amount of Repurified Water produced at Pure Water Program facilities.

Based on the actual cost and production information, the City will recalculate the Repurified Water Revenue for the prior fiscal year. The City will credit any future charges or bill for any additional amounts due the quarter after the prior year costs have been audited.

4.5 **Change in Potable Reuse Method.** The parties acknowledge that the Pure Water Program will initially use the surface water augmentation method of potable reuse. The use of CWA untreated water costs in calculating Repurified Water Revenue is intended to provide an appropriate point of comparison to costs for producing Repurified Water that will be introduced into surface water. The parties agree that if the City implements direct potable reuse (in which Repurified Water is introduced directly into a water supply pipeline or facility), the parties shall meet and negotiate in good faith regarding an amendment to this Exhibit F to appropriately update the formula for Repurified Water Revenue.

V. Capital Expense Rate

5.1 **Background.** The Point Loma Wastewater Treatment Plant operates under a National Pollutant Discharge Elimination System ("NPDES") permit modified under section 301(h) & (j)(5) of the Clean Water Act. If such modified permit were ever revoked or not renewed, the parties agree that, under current law, the City would have an obligation to upgrade the Point Loma WTP to secondary treatment. The parties further agree that \$1.8 billion is a fair and comprehensive estimation of the costs that could be incurred by the Metro System to meet the legal requirements related to the Metro System under current law.

Therefore, the parties agree that \$1.8 billion represents the maximum amount of Capital Improvement Costs that the Metro System should be obligated to contribute to the Pure Water Program, the purpose of which is not solely the disposal of wastewater, but also the production of Repurified Water. The parties agree that this \$1.8 billion maximum contribution should apply whether or not the Point Loma WTP is actually upgraded to secondary treatment to meet legal requirements in the future because, as of the date of the Agreement, the parties have the option of upgrading the Point Loma WTP to full secondary treatment for the cost of approximately \$1.8 billion.

In light of the above, the parties have agreed that if Metro System costs related to the Pure Water Program exceed the \$1.8 billion, City's Water Utility will pay a charge for each acre foot of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water.

- 5.2 **Capital Expense Rate.** Under the circumstances described below, City's Water Utility shall pay a charge ("**Capital Expense Rate**") for each acre-foot of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water. City's Water Utility shall pay the Capital Expense Rate if the following costs alone, or in combination, exceed \$1.8 billion (which amount shall be adjusted for inflation):
- (a) the sum of all Capital Improvement Costs and associated debt attributable to the Metro System components of the Pure Water Program under this Exhibit F; and/or
- (b) the sum of all Capital Improvement Costs and associated debt for the full or partial upgrading of the Point Loma Wastewater Treatment Plant to secondary treatment.

Notwithstanding the above, the Capital Expense Rate shall not apply if the Point Loma WTP is actually upgraded to secondary treatment (or beyond) due to: (a) a change in federal or state statutory law making it necessary to upgrade the Point Loma WTP to comply with such new discharge standard; or (b) a final decision by a state or federal court or a federal administrative agency of competent jurisdiction that an NPDES permit modified under section 301(h) & (j)(5) of the Clean Water Act is thereby revoked or denied renewal due to a finding that the discharge from the Point Loma WTP violates anti-degradation rules or regulations promulgated under section 403 of the Clean Water Act.

5.3 **Calculation of Capital Expense Rate.** The amount per acre-foot of the Capital Expense Rate shall be determined as follows:

The sum of all Capital Improvement Costs and associated debt attributable to (i) the Metro System components of the Pure Water Program under this Exhibit F and (ii) upgrading of the Point Loma WTP to secondary treatment (if any)

less

\$1.8 billion, as adjusted for inflation each July 1 (starting on July 1, 2019) to reflect the annual percentage change in the Engineering News Record – Los Angeles construction cost index

multiplied by

1.42 (which estimates the total interest on a 30-year State Revolving Fund loan with an interest rate of 2.5%)

and divided by

The total number of acre feet per year of secondary treated effluent that is expected to be produced by Metro System facilities for the production of Repurified Water over a period of thirty (30) years.

The City shall estimate whether the Capital Expense Rate shall apply to the upcoming fiscal year (and its amount) prior to January 15 of each year, and the estimated amount of the Capital Expense Rate shall be effective on July 1 of the upcoming fiscal year.

For purposes of this Article V of Exhibit F, Capital Improvement Costs and associated debt shall include such costs incurred by the Metro System prior to the effective date of the Agreement.

5.4 Year-End Adjustment

At the end of each fiscal year during which the Capital Expense Rate applies, the City shall determine the actual Capital Improvement Costs and associated debt attributable to the Metro System components of the Pure Water Program under this Exhibit F and any upgrading of the Point Loma WTP to secondary treatment, the then-applicable interest amount for outstanding loans for the Metro System components of the Pure Water Program and Point Loma WTP upgrades, and the actual amount of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water.

Based on the actual cost, interest, and effluent information, the City will recalculate the Capital Expense Rate for the prior fiscal year. The City will credit any future charges or bill for any additional amounts due the quarter after the prior year costs have been audited.

5.5 **Duration**; Expiration

The duration and expiration of the Capital Expense Rate is set forth in Section 13.4 of the Agreement.

ATTACHMENT 1 – PURE WATER PHASE I COST ESTIMATE

		Total	Percen
Wastewater:			
Morena Pump Station WW Force Main and Brine Conveyance	\$	324,712,285.00	
North City Renewable Energy	\$	33,794,784.00	
North City MBC Improvements	\$	7,310,835.00	
North City WRP Expansion and PWF Influent Conveyance	\$	176,882,842.00	
SDG&E	\$	3,288,932.00	
Total Wastewater	\$	545,989,678.00	39
Water:			
Morena Pump Station WW Force Main and Brine Conveyance	\$	46,504,958.00	
North City Renewable Energy	\$	94,020,128.00	
Miramar WTP Pump and Plant Improvements	\$		
North City Pure Water Facility	\$		
North City WRP Expansion and PWF Influent Conveyance	\$		
North City Pure Water Pipeline	\$		
	\$	20,469,509.00	
North City Pure Water Pump Station			
	\$	841,851,602.00	61
North City Pure Water Pump Station Total Water		841,851,602.00	61
	\$	841,851,602.00 1,387,841,280.00	61
Total Water Total Project Shared Projects Cost Allocations: Morena Pump Station WW Force Main and Brine Conveyance	\$	1,387,841,280.00	
Total Water Total Project Shared Projects Cost Allocations: Morena Pump Station WW Force Main and Brine Conveyance Wastewater	\$	1,387,841,280.00 324,712,285.00	87
Total Water Total Project Shared Projects Cost Allocations: Morena Pump Station WW Force Main and Brine Conveyance	\$ \$:	324,712,285.00 46,504,958.00	87
Total Water Total Project Shared Projects Cost Allocations: Morena Pump Station WW Force Main and Brine Conveyance Wastewater	\$	1,387,841,280.00 324,712,285.00	87
Total Water Total Project Shared Projects Cost Allocations: Morena Pump Station WW Force Main and Brine Conveyance Wastewater Water	\$ \$:	324,712,285.00 46,504,958.00	
Total Water Total Project Shared Projects Cost Allocations: Morena Pump Station WW Force Main and Brine Conveyance Wastewater	\$ \$:	324,712,285.00 46,504,958.00	87
Total Project Shared Projects Cost Allocations: Morena Pump Station WW Force Main and Brine Conveyance Wastewater Water North City Renewable Energy	\$ \$ \$ \$	324,712,285.00 46,504,958.00 371,217,243.00	87 13
Total Project Shared Projects Cost Allocations: Morena Pump Station WW Force Main and Brine Conveyance Wastewater Water North City Renewable Energy Wastewater	\$ \$ \$ \$ \$ \$	324,712,285.00 46,504,958.00 371,217,243.00	87 13
Total Project Shared Projects Cost Allocations: Morena Pump Station WW Force Main and Brine Conveyance Wastewater Water North City Renewable Energy Wastewater	\$ \$ \$ \$ \$ \$ \$	324,712,285.00 46,504,958.00 371,217,243.00 33,794,784.00 94,020,128.00	87 13
Total Project Shared Projects Cost Allocations: Morena Pump Station WW Force Main and Brine Conveyance Wastewater Water North City Renewable Energy Wastewater Water	\$ \$ \$ \$ \$ \$ \$	324,712,285.00 46,504,958.00 371,217,243.00 33,794,784.00 94,020,128.00 127,814,912.00	87 13
Total Project Shared Projects Cost Allocations: Morena Pump Station WW Force Main and Brine Conveyance Wastewater Water North City Renewable Energy Wastewater Water North City WRP Expansion and PWF Influent Conveyance	\$ \$ \$ \$ \$ \$ \$ \$	324,712,285.00 46,504,958.00 371,217,243.00 33,794,784.00 94,020,128.00 127,814,912.00	87 13 26 74

Note: The above estimates are based on 60% design of Phase I of the Pure Water Program.

ATTACHMENT 2 – SAMPLE CWA BILL

Example = CY 2019

Components of SDCWA Rates and Charges Representing Cost of SD Cost of Untreated Water

Projected City of San Diego CY 2019 SDCWA Purchase 166,078 (AFY)

Volumetric Rates	CY 2019	Total Dollars	
1 SDCWA Melded Supply Rate (volumetric per AF)	\$ 909	\$ 150,964,902	
2 SDCWA Transportation Rate (volumetric per AF)	\$ 120	\$ 19,929,360	
Subtotal		\$ 170,894,262	
Offsetting Non-Commodity Revenues			
3 SDCWA Infrastructure Access Charge Balance of Offsetting SDCWA Non-Commodity Revenues Applied to All		14,190,396	
4 but Treatment (\$/Year) Per SDCWA COSS	\$ 48,746,644	\$ 20,181,111	41.4%
Subtotal		\$ 34,371,507	
Fixed Charges*			
5 MWD Capacity Charge (\$/Year)		\$ 2,759,346	
6 MWD Readiness-to-Serve Charge (\$/Year)		\$ 6,384,213	
7 SDCWA Customer Service Charge (\$/Year)		\$ 9,952,332	
8 SDCWA Emergency Storage Charge (\$/Year)		\$ 27,456,015	
9 SDCWA Supply Reliability Charge (\$/Year)		\$ 12,515,654	
Subtotal		\$ 59,067,560	
Total City of San Diego Cost for CY 2019	\$ 1,592	\$ 264,333,329	

^{41.4% = 5} year rolling average (Same as SDCWA Supply Reliability Charge)

ATTACHMENT 3 – SAMPLE CALCULATION OF REPURIFIED WATER REVENUE

60409.00001\30398144.14

EXHIBIT G PURE WATER CAPITAL BILLING TABLE

 Subareas of the San Diego County Sanitation District
 Includes Otay Ranch (0.87 mgd) and Spring Valley (5.361 mgd). Flow from Otay Ranch that would flow to Metro through Chula Vista pipelines.
 These fractions used to calculate the melded percentage: (Based on 5 year average and not subject to change except by agreement of FLOW SS COD 0.482 0.275 0.243 (Based on 5 year average and not subject to change except by agreement of the parties.)

	Estimated	Net Offload For	Projected Metro Flow	Mater Flow	on Application	COD Applied to			of Audina		
				400000000000000000000000000000000000000	COO Applied to COO Applied to	COC Applica to	2	or named ec	or pariddy cc	2	Pure Water
Agency	Average Daily	Padre Dam	2050 (MGD)	(MGD)	2050 Flows	2050 Flows	Percent COD	2050 Flows	2050 Flows	Percent 33	Capital Melded
	Flow (MGD)	Project (MGD)	Flow	98	(mg/l)	(lb/day)	Contributed	(mg/l)	(lb/day)	Contributed	Percentage ³
Chula Vista	20,864	4 0	20,864	12.489%	701.947	122221.932	12.825%	250.011	43531.581	12.562%	12.591%
Coronado	1.9	0	1.9	1.137%	587,457	9314.884	0.977%	241,493	3829.176	1.105%	1.090%
Del Mar	0.031	0	0,031	0.019%	542,195	140.270	0.015%	305,112	78,935	0.023%	0,019%
East Otay Mesa (County)	v)" 1.788	0	1.788	1.070%	621,049	9267.041	0.972%	240.016	3581.421	1.034%	1.036%
El Cajon	7.8	0	7.8	4.669%	642.887	41848.202	4.391%	254,340	16556,068	4,778%	4.631%
Imperial Beach	2,473	0	2.473	1.480%	540.757	11160.249	1.171%	205.193	4234.820	1.222%	1.334%
La Mesa	5,03	0	5,03	3.011%	523.099	21958,348	2,304%	197,537	8292,107	2,393%	2.669%
Lakeside/Alpine (County)	ty)1 4.619	9 4.30	0.319	0.191%	640.852	1706.066	0.179%	251.056	668,358	0.193%	0.189%
Lemon Grove	2.4	4	2.4	1.437%	593.836	11893.920	1.248%	203,567	4077.236	1,177%	1.319%
National City	4,65	S	4,65	2.783%	685.192	26589,642	2,790%	219,881	8532,740	2,462%	2.697%
Otay Water District	0.38	0	0.38	0.227%	1442.632	4574.952	0.480%	818.053	2594.253	0.749%	0.432%
Padre Dam	2.486	6 2.314	0,172	0.103%	926.812	1330.356	0.140%	445,910	640,063	0.185%	0.134%
Poway	3.101	0	3.101	1.856%	563.551	14584.185	1.530%	243,460	6300.522	1.818%	1.767%
Spring Valley (County)1-2	6.231	0	6.231	3.730%	597.292	31059,332	3.259%	235,079	12224.151	3.528%	3.560%
Wintergardens (County)	()' 0.979	16.0	0,069	0.041%	613.656	353,363	0.037%	254.082	146,309	0.042%	0.041%
San Diego	109.855	5 0	109,855	65.757%	703.556	645009.168	67.681%	252,229	231239,253	66,731%	66,492%
Total	174,587	7.524	167.063	100%	10926,768	953011.910	100%	4617.019	346526,992	100%	100%

RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE, THE AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MODIFIED AGREEMENT SHOULD THE CITY ATTORNEY DETERMINE THAT THE ANTICIPATED REQUESTS FOR MODIFICATIONS ARE NON-SUBSTANTIVE AND DO NOT ADVERSELY AFFECT THE CITY OF NATIONAL CITY

WHEREAS, the National Pollutant Discharge Elimination System ("NPDES") permit for the Point Loma Wastewater Treatment Plant (the "Plant"), submitted in 2015, included a goal of offloading 83 million gallons a day of wastewater and turning it into potable drinking water by 2035. This project is titled "Pure Water San Diego" or "Pure Water Program"; and

WHEREAS, the Point Loma offloading, as planned, will bring the solids discharged from the plant down to a level that would be equivalent to that of converting the plant to secondary treatment; and

WHEREAS, wording for federal legislation to protect the Plant from having to convert to the secondary treatment level has been agreed to by local stakeholders, including environmental groups, but has not yet been approved at the federal level; and

WHEREAS, the 1998 Regional Wastewater Disposal Agreement (the "1998 Agreement") between the City of San Diego and the participating public agencies, which included the City of National City, governs the planning, capacity rights, and cost allocation of wastewater facilities in the Metropolitan Wastewater System; and

WHEREAS, the 1998 Agreement did not contemplate the complexities of the Pure Water Program and needs to be amended to adequately address the proposed facilities, allocation of costs, and long-term financial protection of wastewater rate payers; and

WHEREAS, the City of San Diego and the participating agencies have been working since 2014 on deal points for the Pure Water Program, and those deal points have been incorporated into an Amended and Restated Wastewater Disposal Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves, and authorizes the Mayor to execute, the Amended and Restated Regional Wastewater Disposal Agreement.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute a modified Agreement should the City Attorney determine that the anticipated requests for modifications are non-substantive and do not adversely affect the City of National City.

[Signature Page to Follow]

Resolution	No.	2018 -
Page Two		

PASSED and ADOPTED this 4th day of September, 2018.

	Ron Morrison, Mayor
ATTEST:	
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones	
City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting City Council Policy #119 - Code of Ethics and Conduct for Elected Officials, Council Appointed Officials and Members of City Boards, Commissions and Committees. (City Manager)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018

AGENDA ITEM NO.

			ty Council Policy #119 – Coors of City Boards, Commiss	de of Ethics and Conduct for ions and Committees
PREPARE	D BY: Leslie Deese,	City Manager	DEPARTMENT:	1
PHONE:	619.336.4242		APPROVED BY:	4
EXPLANA	TION:			
discussing t	he item, Council dire		ncil Policy #119 - Code of Etl lossary of terms (pages 6-7	
FINANCIAL	STATEMENT:		APPROVED:	Finance
1 - 2 - 111 - 1				
ACCOUNT N			APPROVED:	MIS
ENVIRONM N/A		N: FINAL ADOF		MIS
ENVIRONM N/A ORDINANC	IO. N/A ENTAL REVIEW:	N: FINAL ADOF		MIS
ENVIRONM N/A ORDINANC	E: INTRODUCTION	N: FINAL ADOF		MIS
ENVIRONM N/A ORDINANC STAFF REC Adopt the F	E: INTRODUCTION			MIS
ENVIRONM N/A ORDINANC STAFF REC Adopt the F	E: INTRODUCTION COMMENDATION: Resolution OMMISSION RECORD			MIS

TITLE: Code of Ethics and Conduct for Elected Officials, POLICY: # 119
Council Appointed Officials and Members of City
Boards, Commissions and Committees

ADOPTED:

AMENDED:

I.

PURPOSE

The City Council of the City of National City ("City") has adopted a Code of Ethics and Conduct ("Code") for all National City elected officials, council appointed officials, and members of the City's boards, commissions and committees, to assure public confidence in the integrity of local government and its effective and fair operation. The people of National City expect public officials, both elected and appointed, to comply with both the letter and the spirit of the laws of the State of California, the United States of America, and the Municipal Code and established policies of the City of National City affecting the operations of local government.

While it is not possible to anticipate and provide a rule of conduct and ethics for all situations that public officials may face, this Code of Ethics and Conduct is designed to provide a framework to guide public officials in their daily duties and describe the manner in which members should treat one another, staff, constituents, and others they come into contact with in representing the City of National City. The term "member" refers to any National City elected official, council appointed official, and member of any city board, commission and committee established by the National City Municipal Code, ordinance or policy.

The constant theme throughout the Code is "respect" and "civility". Elected officials experience large workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, officials are called upon to exhibit civil and ethical behavior at all times. Demonstrating respect for each individual through words and actions is the standard that can help members to do the right thing in even the most difficult situations.

While it is understood that there are numerous federal and state laws that guide the ethical behavior of public officials, the City wishes to establish that this is a community whose ethical values are clearly stated and fully understood by its members to represent the values this community holds in highest regard. The Code addresses various aspects related to the governance of the City and supplements, but does not supplant, other laws and rules that prescribe the legal responsibilities of City officials. All persons covered by this Code will aspire to meet the highest ethical standards in the conduct of their responsibility as an elected or appointed official of the City of National City.

TITLE:	Code of Ethics and Conduct for Elected Officia Council Appointed Officials and Members of Ci Boards, Commissions and Committees	,
ADOPTI	ED: AME	NDED:

Members are expected to be familiar with these laws to ensure that they exercise their public responsibilities in a proper fashion, including, but not limited to the Federal and State Constitutions, various provisions of the California Government Code (such as the Brown Act and the Political Reform Act), the Labor Code, laws prohibiting discrimination and harassment, and the City of National City Municipal Code and policies.

II.

SCOPE

The provisions of this Code of Ethics and Conduct shall apply to the Mayor and members of the City Council, the Council appointed positions of City Manager and City Attorney, and to all members of the boards, commissions, and committees appointed by the Mayor or the Mayor and City Council, established by the City of National City Municipal Code, ordinance or policy, including any ad-hop committees.

POLICY

The City Council of the City of National City sets forth the following Code of Ethics and Conduct with the expectation that all National City elected officials, Council appointed officials, and board and commission members will incorporate the spirit of this document into their daily lives and will represent the community with the utmost integrity.

- 1. Use of Office. Public office shall be used for the public good and not for personal gain. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of National City and not for any private or personal interest. Members will assure fair and equal treatment of all persons, claims and transactions coming before the city council, boards and commissions.
- 2. **Conduct.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall treat other elected officials, Council appointed officials, City staff, board, commission and committee members, and the public with civility and respect. Harassment by any member for whatever motive is harmful to the environment desired by the City and will not be permitted. Members shall

TITLE:	Code of Ethics and Conduct for Elected Officials, Council Appointed Officials and Members of City Boards, Commissions and Committees	POLICY: #119
ADOPT	ED: AMENU	ED:

refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other elected officials, Council appointed officials, City staff, board, commission and committee members, or the public. No physical or verbal actions that could be construed as threatening or bullying will be tolerated. Belligerent, personal, demeaning, intimidating, slanderous, threatening, abusive, or disparaging comments that affect the ability to work, conduct business, or take part in City government are not consistent with the standards of civility and respect referenced in this policy and are unacceptable.

- 3. **Role Models.** Members shall conduct themselves in a way that brings pride to the community and not in a way that brings disdain, embarrassment, or mockery. Members shall perform as role models for the community with an atmosphere of respect and civility.
- 4. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for residents and businesses dealing with the City. Members shall recognize their special role in dealings with city employees to in no way create the perception of inappropriate direction to staff.
- 5. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council and board, commissions and committees governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of Council policy decisions by City staff.
- 6. Communication. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the Council or boards, commissions and committees, which they may have received from sources outside of the public decision-making process.
- 7. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from

TITLE:	Code of Ethics and Conduct for Elected Officials, Council Appointed Officials and Members of City Boards, Commissions and Committees	POLICY: #119
ADOPT	ED: AMENDE	ED:

participating in deliberations and decision-making where conflicts may exist.

- 8. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
- 9. **Confidential Information.** Members shall respect the confidentiality of information concerning the property, personnel or affairs of the city. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
- 10. **Use of Public Resources.** Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
- 11. Advocacy. Members shall represent the official policies or positions of the City Council, board, commission or committee to the best of their ability when representing that body or the City of National City. When presenting their individual opinions and positions, members shall explicitly state that they do not represent their body or the City of National City, nor will they allow the inference that they do Elected officials and board, commission and committee members have the right to endorse candidates for all council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, board/commission/committee meetings, or other official City meetings.
- 12. Policy Role Members shall respect and adhere to the council-manager structure of government of the City of National City as outlined in the National City Municipal Code and shall not interfere with the administrative functions of the City or the professional duties of City staff. In this structure, the city council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions and committees, and City staff. Except as provided by the National City Municipal Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the

TITLE:	Code of Ethics and Conduct for Elected Offic Council Appointed Officials and Members of Boards, Commissions and Committees	•
ADOPT	ED: AM	ENDED:

ability of staff to implement Council policy decisions.

13. Independence of Boards, Commissions and Committees. Because of the value of the independent advice of boards, commissions and committees to the public decision-making process, members shall refrain from using their position to unduly influence the deliberations or outcomes of such proceedings.

IV.

IMPLEMENTATION AND ENFORCEMENT

This Code of Ethics and Conduct is an expectation of all members entrusted to public service and will be included in the orientations for all elected officials, Council appointed officials, and members of boards, commissions and committees.

The City Council may impose sanctions on members whose conduct is not in compliance with the ethical standards as set forth. Those sanctions may include, but are not limited to: reprimand, formal censure, and removal from boards, commissions and committees.

Retaliation for reporting-violations of this Code, for seeking to have prohibited conduct corrected, or for participating in an investigation is prohibited.

An annual review of the Code shall be conducted to ensure that the Code is an effective and vital document.

This policy shall in no way be construed to restrict any type of constitutionally protected speech or activities.

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<u> ETHICS TRAINING – AB 1234</u>

Effective January 1,2006, California State law (AB 1234) requires, among other things, that local officials that receive compensation, salary, stipends, or expense reimbursements must receive training in public service ethics laws and principles every two years. The requirement applies not only to the governing body of a local agency, but also commissions, committees, board, or other local agency bodies, whether permanent or temporary, decision-making or advisory.

To help local officials meet their ethics training requirements, the City of National City conducts bi-annual training. Additionally, the Institute for Local Government

TITLE:	Code of Ethics and Conduct for Elected Official Council Appointed Officials and Members of Cit Boards, Commissions and Committees	,
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and the Fair Political Practices Commission have developed the ethics training course available on their website. The course has been approved by the Attorney General's Office and Fair Political Practices Commission.

How to File a Complaint:

- · Conflict of Interest, financial or campaign disclosures
 - California Fair Political Practices Commission Phone: 916-322-5660
- Criminal
 - San Diego County District Attorney's Office

Phone: 619-531-4040

> State of California Office of the Attorney General, Public Inquiry Unit

Phone: 800-952-5225

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GLOSSARY OF TERMS

behavior

External appearance or action; manner of behaving, carriage of one self

censure

A formal statement or resolution by the Council officially reprimanding a National City elected official, council appointed official, or member of any city board, commission and committee.

civility

Politeness, consideration, courtesy.

conduct

The way one acts; personal behavior.

council-manager structure of goy't

Under this structure, residents elect a governing body, including a chief elected official, such as a mayor or board chairman, to adopt legislation and set policy. The governing body then hires a manager or administrator with broad executive authority to carry out those policies and oversee the local government's day-to-day operations.

courtesy

Politeness connected with kindness.

TITLE: Code of Ethics and Conduct for Elected Officials, Po Council Appointed Officials and Members of City Boards, Commissions and Committees

POLICY: #119

ADOPTED:

AMENDED:

ethics The moral principles or philosophy that govern a person's

behavior or the conducting activity.

manners A way of acting; a style, method, or form; the way in which

things are done.

member Any National City elected official, council appointed official,

and member of any city board, commission and committee established by the National City Municipal Code, ordinance

or policy, including ad-hoc committees.

impropriety A failure to observe standards or show dishonesty,

improper language, behavior or character.

respect The act of noticing with attention, holding in esteem;

courteous regard.

retaliation The act of seeking revenge upon another.

sanction A form of punishment that can be used if someone

disobeys a rule or aw bringing disrespect to public office.

values

A person's principles or standards of behavior; one's judgment of what is important in life. Also refers to National City's *Core Values* wherein members pledge to provide (1) *Commitment* – We strive for excellence, as we serve the public and each other with integrity, compassion, responsiveness, and professionalism; (2) *Customer Service* – We provide excellent service to residents, businesses, visitors, and colleagues; (3) *Courtesy* – We treat everyone with dignity and respect; (4) *Communication* – We communicate openly, honestly, and with clear, consistent messages; and (5) *Collaboration* – We work to

achieve common goals and value our differences.

RELATED POLICY REFERENCES

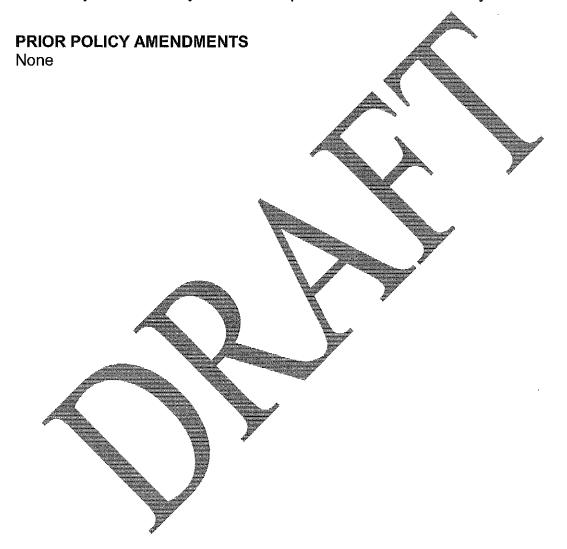
- National City Municipal Code
- Government Code section 34851, et. seq.
- Ralph M. Brown Act

TITLE: Code of Ethics and Conduct for Elected Officials, POLICY: #119
Council Appointed Officials and Members of City
Boards, Commissions and Committees

ADOPTED:

AMENDED:

- Rosenberg's Rules of Order
- City Council Policy #104 Conduct of City Council Meetings
- City Council Policy #108 City Manager as Chief Administrative Officer
- City Council Policy #601 Employer-Employee Relations
- City Council Policy #604 Harassment and Discrimination
- City Council Policy #605 Workplace Violence and Security



RESOLUTION NO. 2018 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING CITY COUNCIL POLICY NO. 119 – CODE OF ETHICS AND CONDUCT FOR ELECTED OFFICIALS, COUNCIL-APPOINTED OFFICIALS, AND MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES

BE IT RESOLVED by the City Council of the City of National City that National City Council Policy No. 603, entitled "Code of Ethics and Conduct for Elected Officials, Council-Appointed Officials, and Members of City Boards, Commissions, and Committees" is hereby adopted.

PASSED and ADOPTED this 4th day of September, 2018.

	Ron Morrison, Mayor	
ATTEST:	·	
Michael R. Dalla, City Clerk		
APPROVED AS TO FORM:		
Angil P. Morris-Jones City Attorney	•	

The following page(s) contain the backup material for Agenda Item: Notice of Decision – Planning Commission approval of a Conditional Use Permit for the off-site sale of beer and wine at a new retail store (My Goody's) located at 2424 Hoover Ave. Suite 'E' (Applicant: Rane Boulton) (Case File 2018-12 CUP) (Planning)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

AGENDA ITEM NO. MEETING DATE: September 4, 2018 ITEM TITLE: Notice of Decision – Planning Commission approval of a Conditional Use Permit for the off-site sale of beer and wine at a new retail store (My Goody's) located at 2424 Hoover Ave. Suite 'E' (Applicant: Rane Boulton) (Case File 2018-12 CUP) PREPARED BY: Chris Stanley **DEPARTMENT:** Planning PHONE: 619-336-4381 APPROVED BY: **EXPLANATION:** The project applicant has applied for a Conditional Use Permit to sell beer and wine as an accessory use to a new retail store located at 2424 Hoover Ave. Suite 'E'. The proposed business operating hours are from 8:00 a.m. to 10:00 p.m. daily. The hours for the sale of beer and wine is 10:00 a.m. to 10:00 p.m. daily. The Planning Commission conducted a public hearing on August 20, 2018. Commissioners asked questions regarding hours of operation and the refrigeration of alcohol. The Commission voted to recommend approval of the Conditional Use Permit based on attached findings and Conditions of Approval. The attached Planning Commission staff report describes the proposal in detail. FINANCIAL STATEMENT: **Finance** APPROVED: MIS APPROVED: ACCOUNT NO. **ENVIRONMENTAL REVIEW:** Not a project per California Environmental Quality Act (CEQA) FINAL ADOPTION: ORDINANCE: INTRODUCTION:

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Conditional Use Permit.

Ayes: Yamane, Sendt, Quintero, Flores, Dela Paz

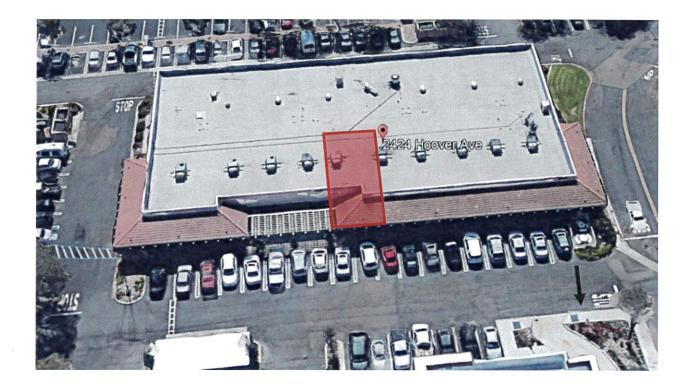
Absent: Baca, Garcia

ATTACHMENTS:

Overhead

- Reduced Plans
- 2. Planning Commission Staff Report
- 3. Resolution No. 2018-13 (a)

2018-12 CUP - 2424 Hoover Avenue, Suite 'E' - Overhead





Item no. 3 August 20, 2018

CITY OF NATIONAL CITY - PLANNING DEPARTMENT 1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title:

PUBLIC HEARING – CONDITIONAL USE PERMIT FOR OFF-SITE BEER AND WINE SALES AT A NEW RETAIL STORE LOCATED AT 2424 HOOVER AVENUE, SUITE 'E'

Case File No.:

2018-12 CUP

Location:

Southport Business Park

Assessor's Parcel No:

562-340-15

Staff report by:

Chris Stanley, Acting Assistant Planner

Applicant:

Rane Boulton

Zoning designation:

Major Mixed-Use Corridor (MXC-2)

Adjacent zoning:

North:

Mile of Cars Way / MXC-2

East:

Southport Business Park across Hoover Ave. / MXC-2

South:

Southport Business Park / IL (Light Industrial)

West:

Southport Business Park / MXC-2

Environmental review:

Not a project per California Environmental Quality Act (CEQA)

Staff recommendation:

. Approve

Staff Recommendation

Staff recommends approval of the off-site sale of beer and wine at a new retail store. The use is conditionally-allowed in the MXC-2 zone and is not expected to cause an increase in traffic or have a significant effect on the area. The sale of alcohol would be accessory to an Asian market.

Executive Summary

The business has applied for a Conditional Use Permit (CUP) to sell beer and wine at a new retail store (My Goody's). The proposed hours of the sale of beer and wine sales are the same as the proposed store hours of 8:00 a.m. to 10:00 p.m. daily. A Type 20 (Off-Site Sale of Beer and Wine) license is concurrently being processed with the California Department of Alcoholic Beverage Control (ABC).

Site Characteristics

The project location is an existing 718 square-foot suite located at 2424 Hoover Avenue (Southport Business Park) in the MXC-2 zone. The suite shares an existing commercial building with adjacent businesses east and west. The MXC-2 zone continues in all directions from the proposed retail location; north, east, south, and west. Further south is the Light Industrial (IL) zone, also a part of the Southport Business Park.

Proposed Use

The applicant is proposing to sell beer and wine for off-site consumption at a new retail store located in a suite of an existing commercial building. The floor plan provided with this application shows three of the 16 proposed shelves displaying Asian beer and wine. The remaining 13 shelves would display Asian snacks. The beer and wine would not be refrigerated. The proposed beer and wine sales hours are the same as the proposed store hours, 8:00 a.m. to 10:00 p.m. Monday through Sunday, although the proprietor is amenable to altering the store and/or beer and wine sale hours.

Analysis

The sale of beer and wine for off-site consumption is conditionally-allowed with the approval of a CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements.

<u>Mailing</u> - All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 81 occupants and owners.

Community Meeting - Pursuant to Section 18.30.050 (C), a community meeting was held Friday, June 1, 2018 at 10:00 a.m. at the subject restaurant. The meeting advertisement is attached. There were no community members in attendance. According to the applicant, the same 81 occupants and owners were notified.

<u>Distance Requirements</u> - Chapter 18.030.050 (D) requires a 660-foot distance from sensitive uses such as schools (kindergarten through 12th grade). There are no such schools within this distance.

<u>Alcohol Sales Concentration/Location</u> - Per ABC, there are currently five off-site sale licenses in this census tract (219.00) where a maximum of four are recommended. Therefore, this census tract is considered by ABC to be over-saturated with regard to alcohol sales outlets. For reference, the off-site alcohol outlets in the census tract are:

Name	Address	License Type*	CUP
One Ten Liquor &	110 National City		_
Market	Blvd.	21	
ampm	133 W. 8 th St.	20	Υ
National City Valero	10 Osborn St.	20	Υ
Big B Market & Deli	1540 Coolidge Ave.	20	Υ
Cozines Grocery	402 Civic Center Dr.	21	Υ

^{*} Type 20 - Off-Sale of Beer and Wine

The five licenses are all markets, the closest being approximately 0.55 miles away. Census tract 219.00 includes the area south of East Division Street, north of C Street (Chula Vista), and west of National City Boulevard. The attached census tract map shows the location of the subject tract (attachment 6).

<u>Institute for Public Strategies (IPS)</u> - The IPS provided comments recommending that owners, management, and staff be required to attend the Responsible

^{*} Type 21 - Off-Sale of Beer, Wine, and Liquor

Beverage Sales and Service (RBSS) training. This requirement is a standard condition of City Council Policy 707 and is included as a condition of approval. (attachment 8)

Police Department (PD)

The Alcohol Beverage Control Risk Assessment provided by PD allocated a total of 12 points, which places it in the Low Risk Category. There are no expected negative impacts with regards to the issuance of an additional on-sale ABC License at this location. (attachment 9)

Findings for Approval

The Municipal Code contains six required findings for CUPs as follows:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the MXC-2 zone pursuant to a CUP, and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Beer and wine sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A retail use is consistent with the Major Mixed Use land use designation contained in the Land Use and Community Character element of the General Plan. In addition, the property is not within a Specific Plan area.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing retail space, which was already analyzed for traffic impacts when it was constructed. In addition, because the sale of beer and wine would be accessory to the sale of retail goods; no measurable increase in traffic is expected.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed beer and wine sales would be accessory to the retail use, which is located in an existing commercial area. The addition of beer and wine sales is not expected to increase the demand for parking on the property.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use would be subject to conditions that limit the sale of beer and wine as well as the hours of availability; no alcohol products would be sold after 10:00 p.m. In addition, all business staff is required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The project is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted by right in the mixed-use zones. Given that there is no calculable increase in traffic and no other impacts are anticipated, staff is of the opinion that the project would not result in any physical changes to the environment.

The following two findings are also included with alcohol CUPs:

7. The proposed use is deemed essential and desirable to the public convenience or necessity.

In this case, beer and wine sales would contribute to the viability of the Asian Market, an allowed use in the MXC-2 zone.

8. Based on findings 1 through 7 above, public convenience and necessity would be served by a proposed use of the property for the retail sale of alcoholic beverages pursuant to law.

Findings for Denial

Due to the census tract being over-saturated, and being that there are other off-sale outlets in the area, there are also findings for denial as follows:

- 1. The proposed use is not deemed essential to the public necessity, as there are five locations in census tract 219.00 that already sell alcohol for off-site consumption.
- 2. Based on finding 1 above, public convenience and necessity will not be served by a proposed use of the property for the retail sale of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit, as well as conditions specific to off-site sale of beer and wine per City Council Policy 707 (hours of operation, RBSS training, etc.).

Summary

The proposed use is consistent with the General Plan due to alcohol sales for offsite consumption being a conditionally-allowed use in the MXC-2 zone. The proposed use would be accessory to the proposed Asian market. The sales of beer and wine is not expected to increase the demand for parking, other services on the property, or have any significant effects on the area.

OPTIONS

- Approve 2018-12 CUP subject to the conditions listed below, based on the attached findings, or findings to be determined by the Planning Commission; or
- 2. Deny 2018-12 CUP based on the attached findings or findings to be determined by the Planning Commission; or,
- 3. Continue the item to a specific date in order to obtain additional information.

ATTACHMENTS

- 1. Recommended Findings
- 2. Recommended Conditions of Approval
- Overhead
- 4. Applicant's Plans (Exhibit A, Case File No. 2018-12 CUP, dated 6/12/2018)
- 5. Public Hearing Notice (Sent to 81 property owners & occupants)
- 6. Census Tract & Police Beat Map
- 7. Community meeting advertisement
- 8. City Council Policy 707
- 9. Police Departments Comments
- 10. Resolutions

CHRIS STANLEY

Acting Assistant Planner

MARTIN REEDER, AICP

Acting Planning Director

RESOLUTION NO. 2018-13 (a)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING A CONDITIONAL USE PERMIT FOR THE OFF-SITE SALE OF BEER AND WINE AT A NEW MARKET LOCATED AT 2424 HOOVER AVENUE, SUITE 'E'. CASE FILE NO. 2018-12 CUP APN: 562-340-15

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the on-site sale of beer and wine at an existing restaurant for a property located at 2424 Hoover Avenue, suite 'E' at a duly advertised public hearing held on August 20, 2018, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2018-12 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on August 20, 2018, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because alcohol sales for off-site consumption is a conditionally allowed use in the MXC-2 zone.

ATTACHMENT 3

- 2. The proposed use is consistent with the General Plan because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant use is consistent with the Major Mixed Use land use designation contained in the Land Use and Community Character (LU) element of the General Plan. Furthermore, the property is not within a Specific Plan area.
- 3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion is proposed, and the use would be accessory to the commercial use.
- 4. The site is physically suitable for the type, density, and intensity of the use being proposed, including access, utilities, and the absence of physical constraints because the commercial suite is existing and the proposed beer and wine sales would be accessory to the market. The sale of beer and wine is not expected to increase the demand for parking on the property.
- 5. Granting the permit would not constitute a nuisance, be injurious, or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because the proposed use will be subject to conditions that limit the sale of alcohol and the hours that it will be available; no alcohol will be sold after 10 p.m.; and all business staff is required to receive Responsible Beverage Service & Sales (RBSS) Training.
- 6. The proposed project has been reviewed in compliance with the California Environmental Quality Act., and because there is no development, it has been determined that the proposed use is not a project per the act; there is no calculable increase in traffic and no other impacts are anticipated. The project would not result in any physical changes to the environment.
- 7. The proposed use is deemed essential and desirable to the public convenience or necessity. Beer and wine sales would contribute to the viability of the market, an allowed use in the MXC-2 zone.
- 8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

- This Conditional Use Permit authorizes the sale of beer and wine for off-site consumption at a new market located at 2424 Hoover Avenue Suite "E". Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2018-12 CUP, dated 6/12/2018.
- 2. Before this Conditional Use Permit shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Deputy City Manager prior to recordation.
- This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
- 4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
- 5. This Conditional Use Permit may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

- 6. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
- 7. The sale of alcoholic beverages shall be permitted only between the hours of 10:00 a.m. and 10:00 p.m. daily.

- 8. No refrigerated alcohol products are permitted without the modification of this Conditional Use Permit.
- 9. The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
- 10. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
- 11. No sale of wine shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
- 12. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
- 13. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
- 14. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
- 15. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
- 16. The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit A, Case File No. 2018-12 CUP, dated 6/12/2018.
- 17. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Division, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
 - a. "No open alcoholic beverage containers are allowed on these premises."
 - b. "No loitering is allowed."
- 18. Containers of alcohol may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
- 19. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
- 20. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross

sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of August 20, 2018, by the following vote:

AYES: Quintero, Sendt, Yamane, Flores, Dela Paz

NAYS: None.

ABSENT: Baca, Garcia

ABSTAIN: None.

13

CHAIRPERSON

EXHIBIT: A

CASE FILE NO.: 2018-12

DATE: 6-12-18

EXHIBIT "A" -1-

My Goody's Mini-Mart Lease 2018/SCW/4.3.2018

ATTACHMENT 4

;

EXHIBIT "A" -2The following page(s) contain the backup material for Agenda Item: <u>City Council review</u> and direction on League of California Cities 2018 Annual Conference Resolutions: (1)

"A Resolution of the League of California Cities Calling upon the League to respond to the increasing vulnerabilities to Local Municipal Authority, Control and Revenue and explore the preparation of a Ballot Measure and/or Constitutional Amendment that would further strengthen local democracy and authority"; (2) "A Resolution of the League of California Cities declaring its commitment to support the repeal of preemption in California Food and Agriculture Code 11501.1 that prevents local governments from regulating pesticides." (City Manager)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:

September 4, 2018

AGENDA ITEM NO.

"A Resolution of Local Municipal Amendment that Cities declaring i	City Council review and direction on League of Californ the League of California Cities Calling upon the League Authority, Control and Revenue and explore the preparawould further strengthen local democracy and authorities commitment to support the repeal of preemption in Covernments from regulating pesticides"	e to respond to the ind ation of a Ballot Meas y"; and (2) "A Resolut	creasing vulnerabilities sure and/or Constitution ion of the League of C	s to nal California
PREPARED B	Y : Leslie Deese, City Manager	DEPARTMENT:	City Manager	
PHONE:	619.336.4242	APPROVED BY:	Ain t	2
EXPLANATIO	<u>vN</u> :			
Please see attac	hed staff report.			
	s			
		es:		
FINANCIAL ST	ATEMENT:	APPROVED:		Finance
ACCOUNT NO.		APPROVED:		MIS
ENVIRONMEN	TAL REVIEW:			
N/A		_		
ORDINANCE: INTRODUCTION: FINAL ADOPTION:				
STAFF RECOMMENDATION: City Council consider the League's resolutions and determine National City's position so that our voting delegates can				

City Council consider the League's resolutions and determine National City's position so that our voting delegates can represent the City's position during the League conference from September 12-14 in Long Beach, CA. Staff recommends the Council support the League resolutions.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- Staff Report
- 2) League of California Cities 2018 Annual Conference Resolutions Packet

Staff Report: City Council review and direction on League of California Cities 2018 annual Conference Resolutions: (1) "A Resolution of the League of California Cities Calling upon the League to respond to the increasing vulnerabilities to Local Municipal Authority, Control and Revenue and explore the preparation of a Ballot Measure and/or Constitutional Amendment that would further strengthen local democracy and authority"; and (2) "A Resolution of the League of California Cities declaring its commitment to support the repeal of preemption in California Food and Agriculture Code § 11501.1 that prevents local governments from regulating pesticides"

This year's League of California Cities Annual Conference will be held September 12-14 in Long Beach. Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities and the League is through the League's standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

On July 3, 2018, the City Council voted to appoint Mayor Morrison as the voting delegate and Vice Mayor Mendivil as alternate to represent National City at the 2018 League General Assembly Meeting. The meeting will be held at 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center.

At the Annual Conference, the League will consider two resolutions, the details of which are provided in the attached information packet. Also provided for City Council's information is staff's comments on the proposed resolutions, as they relate to National City.

A Resolution of the League of California Cities Calling upon the League to respond to the
increasing vulnerabilities to Local Municipal Authority, Control and Revenue and explore the
preparation of a Ballot Measure and/or Constitutional Amendment that would further
strengthen local democracy and authority

National City Staff Comments – Acting Deputy City Manager/Finance Director: Recommends SUPPORT.

Staff recommends the City Council of the City of National City support the League of California Cities Resolution, proposed by the City of Beverly Hills, calling upon the League of California Cities ("the League") to assess the increasing vulnerabilities to local authority, control, and revenue and explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local democracy and authority.

The City of Beverly Hills has proposed the Resolution in reaction to measures introduced within the State Legislature or proposed for the state ballot, often advanced by special interests, attempting to supersede and/or erode the authority, control, and revenue options of municipalities. These measures, among others, have included:

Senate Bill 649, Wireless Telecommunications Facilities (2017), which would have 1) allowed the use of "small cell" wireless antennas and related equipment without a local discretionary permit in all zoning districts as a use by-right, subject only to an administrative permit; 2) provided a de facto California Environmental Quality Act

exemption for the installation of such facilities and precluded consideration by the public for the aesthetic, nuisance, and environmental impacts of the facilities; and 3) removed the ability for cities to obtain fair and reasonable compensation from "for profit" companies when authorizing them to use public property and rights of way for such use;

- Assembly Bill 252, Local Government: Taxation: Prohibition: Video Streaming Services (2017), which would have prohibited municipalities and counties from imposing taxes on video streaming services; and
- Senate Bill 827, Transit-Rich Housing Bonus (2018), which would have overridden local control on housing development that was within ½ mile of a major transit stop or ¼ mile from a high-quality bus corridor (as defined by the legislation).

These continual incursions into local control by the State Legislature and powerful interest groups impinge upon the ability of local governments to institute discretionary legislation that is responsive to the needs of their constituents. Local government, not the Legislature, best understands the local community and is, therefore, best suited to regulate and respond to local issues.

The Legislature should be prohibited from imposing uniform and overreaching measures throughout the state and should act only where an objective cannot be sufficiently achieved by individual municipalities and counties acting alone. A ballot measure and/or constitutional amendment would provide the state's voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life, while still leaving the appropriate issues to be addressed at the county, regional, or State Legislature level, depending on the topic. For this reason, staff recommends the City Council support the proposed Resolution.

2. A Resolution of the League of California Cities declaring its commitment to support the repeal of preemption in California Food and Agriculture Code § 11501.1 that prevents local governments from regulating pesticides

National City Staff Comments – Public Works Director/City Engineer: Recommends <u>SUPPORT</u>.

Staff recommends the City Council of the City of National City support the League of California Cities Resolution. Anticoagulants rodenticides poison unintended targets, including predator wildlife and pets that ingest the products. These poisons cause painful, internal hemorrhaging in non-target animals. In addition, approximately 10,000 Children under the age of six are accidentally poisoned each year nationwide.

Currently, state law preempts general law cities from regulating the use of pesticides, including anticoagulants rodenticides. The repeal of the preemptive clause in California Food and Agriculture Code Section 11501.1 will provide National City and cities across the state with the authority to regulate pesticides based on the local concerns in their communities.

Summary: The League encourages city councils to consider the resolution and determine a city position so their voting delegate(s) can represent its position during the conference, and/or provide a report back to their council on action taken by the League on the resolution. If there is any particular direction that the City Council would like to provide, direction tonight would be appropriate.

Some Councils just allow their voting delegates to "vote your conscience" since the measures tend to get modified during the policy committee process. Others like to provide specific direction to vote for or against a particular resolution. There is no requirement that the City Council discuss or take action on each issue.





1400 K Street, Suite 400 • Sacramento, California 95814 Phone: 916.658.8200 Fax: 916.658.8240 www.cacities.org

August 1, 2018

TO: Mayors, City Managers and City Clerks

League Board of Directors

RE: Annual Conference Resolutions Packet

Notice of League Annual Meeting

Enclosed please find the 2018 Annual Conference Resolutions Packet.

Annual Conference in Sacramento. This year's League Annual Conference will be held September 12 - 14 in Long Beach. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Closing Luncheon/General Assembly - Friday, September 14, 12:30 p.m. The League's General Assembly Meeting will be held at the Long Beach Convention Center.

Resolutions Packet. At the Annual Conference, the League will consider two resolutions introduced by the deadline, Saturday, July 14, 2018, midnight. The resolutions are included in this packet. Resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. These letters of concurrence are included with this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on the resolution. A copy of the resolution packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

The resolutions packet contains additional information related to consideration of the resolutions at the Annual Conference. This includes the date, time and location of the meetings at which the resolutions will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the General Assembly Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. If your city has not yet appointed a voting delegate, please contact Meg Desmond at (916) 658-8224 or email: mdesmond@cacities.org.

Please Bring This Packet to the Annual Conference September 12 - 14, Long Beach

RECEIVED

AUG 0 8 2018

CITY OF NATIONAL CITY CITY MANAGER'S OFFICE

348 of 413



Annual Conference Resolutions Packet

2018 Annual Conference Resolutions



Long Beach, California September 12 – 14, 2018

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to League policy committees.

<u>POLICY COMMITTEES</u>: Five policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality, Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works. The committees will meet from 9:00 – 11:00 a.m. on Wednesday, September 12, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 13, at the Hyatt Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 13. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

- 1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
- 2. The issue is not of a purely local or regional concern.
- 3. The recommended policy should not simply restate existing League policy.
- 4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, September 12, 9:00 – 11:00 a.m. Hyatt Regency Long Beach 200 South Pine Avenue, Long Beach

The following committees will be meeting:

- 1. Environmental Quality
- 2. Governance, Transparency & Labor Relations
- 3. Housing, Community & Economic Development
- 4. Revenue & Taxation
- 5. Transportation, Communication & Public Works

General Resolutions Committee

Thursday, September 13, 1:00 p.m. Hyatt Regency Long Beach 200 South Pine Avenue, Long Beach

Annual Business Meeting and General Assembly Luncheon

Friday, September 14, 12:30 p.m. Long Beach Convention Center 300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number Key Word Index		Reviewing Body Action			
			1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee 2 - General Resolutions Committee 3 - General Assembly			
	ENVIRONMENTAL QUALITY PO	LICY C	COMMITTI	TEIE 2	3
2	Repeal Preemption of Regulating Pesticides				
G	GOVERNANCE, TRANSPARENCY & LABOR RI	ELATIC	NS POLI		TTTEE 3
1	Local Municipal Authority, Control, and Revenue				
I	IOUSING, COMMUNITY & ECONOMIC DEVE	LOPME	NT POLI	CY COMM	IITTĖE 3
1	Local Municipal Authority, Control, and Revenue				
REVENUE & TAXATION POLICY COMMITTEE 1 2 3					
1	Local Municipal Authority, Control, and Revenue				
TR	CANSPORTATION, COMMUNICATION & PUBL	LIC WO	RKS POL	JCY COM	MITTEE 3
1	Local Municipal Authority, Control, and Revenue				
commi	nation pertaining to the Annual Conference Resoluttee's page on the League website: www.cacities.org/resolutions .	itions w org. Th	ill also be e entire R	posted on esolutions	each Packet will

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES	KEY TO ACTIONS TAKEN	
1. Policy Committee	Α	Approve
2. General Resolutions Committee	D	Disapprove
3. General Assembly	N	No Action
A CTION EOOTNOTES	R	Refer to appropriate policy committee for study
ACTION FOOTNOTES		Amend+
* Subject matter covered in another resolution	Aa	Approve as amended+
** Existing League policy	Aaa	Approve with additional amendment(s)+
*** Local authority presently exists	Ra	Refer as amended to appropriate policy committee for study+
	Raa	Additional amendments and refer+
	Da	Amend (for clarity or brevity) and Disapprove+
	Na	Amend (for clarity or brevity) and take No Action+
	W	Withdrawn by Sponsor

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: Resolution Process.

1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE LEAGUE TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE AND EXPLORE THE PREPARATION OF A BALLOT MEASURE AND/OR CONSTITUTIONAL AMENDMENT THAT WOULD FURTHER STRENGTHEN LOCAL DEMOCRACY AND AUTHORITY

Source: City of Beverly Hills

Concurrence of five or more cities/city officials: Cities: Arcadia, Burbank, Cupertino; Duarte; Oceanside; Ontario; Palo Alto; Redondo Beach; Santa Cruz; Sunnyvale; Torrance; West Hollywood

<u>Referred to</u>: Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works Policy Committees

WHEREAS, the State of California is comprised of diverse communities that are home to persons of differing backgrounds, needs, and aspirations; yet united by the vision that the most accessible, responsive, effective, and transparent form of democratic government is found at the local level and in their own communities; and

WHEREAS, subsidiarity is the principle that democratic decisions are best made at the most local level best suited to address the needs of the People, and suggests that local governments should be allowed to find solutions at the local level before the California Legislature imposes uniform and overreaching measures throughout the State; and

WHEREAS, the California Constitution recognizes that local self-government is the cornerstone of democracy by empowering cities to enact local laws and policies designed to protect the local public health, safety and welfare of their residents and govern the municipal affairs of charter cities; and

WHEREAS, over recent years there have been an increasing number of measures introduced within the Legislature or proposed for the state ballot, often sponsored by powerful interest groups and corporations, aimed at undermining the authority, control and revenue options for local governments and their residents; and

WHEREAS, powerful interest groups and corporations are willing to spend millions in political contributions to legislators to advance legislation, or to hire paid signature gatherers to qualify deceptive ballot proposals attempting to overrule or silence the voices of local residents and their democratically-elected local governments affected by their proposed policies; and

WHEREAS, powerful interest groups and corporations propose and advance such measures because they view local democracy as an obstacle that disrupts the efficiency of implementing corporate plans and increasing profits and therefore object when local residents—either through their elected city councils, boards of supervisors, special district boards, or by action of local voters—enact local ordinances and policies tailored to fit the needs of their individual communities; and

WHEREAS, public polling repeatedly demonstrates that local residents and voters have the highest levels of confidence in levels of government that are closest to the people, and thus would be likely to strongly support a ballot measure that would further strengthen the ability of communities to govern themselves without micromanagement from the state or having their authority undermined by deep-pocketed and powerful interests and corporations.

RESOLVED that the League of California Cities should assess the increasing vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and/or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy to best preserve their local quality of life.

Background Information on Resolution No. 1

Source: City of Beverly Hills

Background:

The relationship between the state and cities functions best as a partnership where major policy issues are approached by the state with careful consideration of the varied conditions among the state's 482 cities and 58 counties. There should be an appreciation of the importance of retaining local flexibility to tailor policies to reflect the needs and circumstances of the local community. Still, cities have had to respond to state legislation that undermines the principle of "local control" over important issues such as land use, housing, finance, infrastructure, elections, labor relations and other issues directly affecting cities.

Alexis de Tocqueville's "Democracy in America" examined the operation of the principle of subsidiarity in the early 19th century. Subsidiarity is an organizing principle that states matters should be handled by the smallest, lowest or least centralized competent authority. Tocqueville wrote that "Decentralization has not only an administrative value, but also a civic dimension, since it increases the opportunities for citizens to take interest in public affairs; it makes them get accustomed to using freedom." Tocqueville's works were first published in 1835 with a second volume published in 1840. The United States had a population of just 17 million people in 1840, less than 50% of the population of California today and yet there was value found in decentralization.

Another consideration is to examine how the European Union ("EU") operates. There are two prime guiding principles for the EU. The first is principle of conferral, which states that the EU should act only within the limits of the competences conferred on it by the treaties. The second, which is relevant to this resolution, is the principle of subsidiarity, which states that the EU should act only where an objective cannot be sufficiently achieved by the member states acting alone. Sacramento should operate in a similar manner and only govern when objectives need to be achieved at a much larger level than a local government.

For years, Governor Jerry Brown himself has spoken on the principle of "subsidiarity." Governor Brown has asserted for numerous years that local officials should have the flexibility to act without micromanagement from Sacramento.

Legislation introduced in both 2017 and 2018 by the state legislature has continually threatened local control in flagrant opposition to the principle of subsidiarity. This has included, but not been limited to, Senate Bill 649 (Hueso) Wireless Telecommunications Facilities ("SB 649") in 2017; AB 252 (Ridley-Thomas) Local government: taxation: prohibition: video streaming services ("AB 252") in 2017; and Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus ("SB 827") in 2018.

SB 649 would have applied to all telecommunications providers and the equipment they use, including "micro-wireless," "small cell," and "macro-towers," as well as a range of video and cable services. The bill would have allowed the use of "small cell" wireless

antennas and related equipment without a local discretionary permit in all zoning districts as a use by-right, subject only to an administrative permit. Additionally, SB 649 provided a de facto CEQA exemption for the installation of such facilities and precluded consideration by the public for the aesthetic, nuisance, and environmental impacts of these facilities. SB 649 would have also removed the ability for cities to obtain fair and reasonable compensation when authorizing the use of public property and rights of way from a "for profit" company for this type of use.

SB 649 passed out of the State Assembly by a vote of 46-16-17 and out of the State Senate by a vote of 22-10-8 despite over 300 cities and 47 counties in California providing letters of opposition. Ultimately, Governor Brown vetoed the bill as he believed "that the interest which localities have in managing rights of way requires a more balanced solution than the one achieved in this bill." It is strongly believed that the issue of wireless telecommunications facilities is not over and it is anticipated that legislation will be introduced on this topic in January 2019.

Another example of an incursion into local control was AB 252, which would have prohibited any tax on the sale or use of video streaming services, including sales and use taxes and utility user taxes. Over the last two decades, voters in 107 cities and 3 counties have adopted measures to modernize their Utility User Tax ("UUT") ordinances. Of these jurisdictions, 87 cities and 1 county approved ordinances to allow a UUT on video providers. Prior to its first Committee hearing, AB 252 received opposition letters from 37 cities, the League of California Cities, South Bay Council of Governments, California Contract Cities Association, and nine other organizations. This bill failed in the Assembly Revenue and Taxation Committee 8-0-2, which the author of the Committee chaired.

More recently, SB 827 would have overridden local control on housing development that was within ½ mile of a major transit stop or ¼ mile from a high-quality bus corridor as defined by the legislation with some limitations. On April 17, 2018, SB 827 failed in the Senate Transportation and Housing Committee 4-6-3 but was granted reconsideration. State legislators have indicated they will continue to introduce legislation that will override local zoning ordinances for the development of affordable housing in conjunction with mixed use and/or luxury condominium/apartment housing.

These are just three examples of the increasing attempts by Sacramento to supersede local control. Presently, there are discussions occurring in Sacramento to ban cities from creating their own municipal broadband or to prohibit local ordinances over the regulation of shared mobility devices such as dockless electric scooters. These decisions should remain with each individual jurisdiction to decide based on the uniqueness of their community and the constituents that live in each city.

Often fueled by the actions of special interest groups, Sacramento is continually attempting to overreach their authority with various incursions on local control. The desire in Sacramento to strip communities of their ability to make decisions over issues which should remain at the local level seems to intensify each state legislative cycle. Increasingly, legislation is being introduced with a "one-size-fits-all" approach which is detrimental in a

state with over 40 million residents that have extremely diverse communities from the desert to the sea, from the southern to the northern borders.

Loren King in the book "Cities, Subsidiarity and Federalism" states, "Decisions should be made at the lowest feasible scale possible". The proposed resolution directs the League of California Cities to assess the increasing vulnerabilities to local authority, control and revenue. It also directs the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment which would aim to ensure that decisions are made as close to home as possible.

Local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state's voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic. Any ballot measure and/or constitutional amendment should institutionalize the principle of subsidiarity, while encouraging inclusive regional cooperation that recognizes the diversity of California's many individual communities. The time has come to allow the residents of California's voters to decide if they prefer top down governance from Sacramento or bottom up governing from their own locally elected officials.

League of California Cities Staff Analysis on Resolution No. 1

Staff:

Dan Carrigg, Johnnie Pina

Committees:

Governance, Transparency and Labor Relations Housing, Community & Economic Development

Revenue & Taxation

Transportation, Communication and Public Works

Summary:

This Resolution states that the League of California Cities should assess the vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

Background:

The City of Beverly Hills is sponsoring this resolution in reaction to their concerns over measures coming from the Legislature and the initiative process attempting to roll back local control and hinder cities from providing optimal services to their residents.

As examples, the city cites the 2017-2018 legislative cycle, the Legislature introduced bills such as Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, and AB 252 (Ridley-Thomas) proposing to prohibit taxes on video streaming services, and more recently Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing. SB 649 was vetoed by the Governor and SB 827 died in policy committee, however if these measures had been signed into law they would have impinged on the ability of a local government to be responsive to the needs of their constituents.

The city maintains that "local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state's voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic."

Fiscal Impact:

By requesting the League to "assess" vulnerabilities and "explore" the preparation of a ballot measure that would further protect local authority, there are no proposals to be quantified. But it is presumed that the League would not pursue a measure that did not have positive impacts of further protecting local authority.

For the League as an organization, however, the fiscal impact of sponsoring a ballot measure can be very expensive. It can take several million dollars to qualify a measure via signature gathering, and much more to fund an effective campaign and overcome organized opposition.

Comments:

1) Ballot measure advocacy is a settled aspect of California's political process. This year's November ballot is an example of that, with proposals ranging from dividing California

into three states, restoring rent control, repealing transportation funding, to funding housing and water bonds. Three other measures are not on the November ballot after their sponsors spent millions gathering signatures to qualify measures, then leveraged last-minute legislative deals in exchange for pulling them from the ballot.

- 2) Most major stakeholder organizations in Sacramento have realized that they cannot rely on legislative advocacy alone to protect their interests, but must develop and maintain the capacity to protect their interests in the ballot process as well.
- 3) The League has been engaged in ballot advocacy for nearly 20 years. In the early 2000's, city officials were angered by repeated state raids of local revenues. These concerns led to the League —for the first time in its then 100-year history—developing a ballot advocacy infrastructure that included forming and fundraising for an issues political action committee (PAC), establishing a network of regional managers, and building a coalition with other organizations that ultimately led to the passage of Prop. 1A of 2004. Over the years, the League's successful campaigns include the passage of Proposition 1A and Proposition 99 and the defeat of Propositions 90 and 98.

a. Yes on Proposition 1A (2004)

As a result of the passage of Prop 1A, local government revenues that otherwise would have been raided by the state legislature were kept in local coffers. This resulted in increased funding for public safety, health, libraries, parks and other locally delivered services. Proposition 1A PASSED WITH 83.7% OF THE VOTE.

b. No on Proposition 90 (2006)

Prop. 90 was a well-financed special interest-backed initiative that sought to eliminate most of local governments' land use decision making authority. Led by the League, the opposition educated voters on how this measure's far reaching provisions would have cost taxpayers billions of dollars by driving up the cost of infrastructure projects, prevented voters and state and local agencies from enacting environmental protections, jeopardized public safety services and more. Proposition 90 FAILED WITH 52.4% OF THE VOTERS VOTING NO.

c. No on Proposition 98 Yes on Proposition 99 (2008)

Given the hidden agendas within Prop 98, our message was not always an easy one to communicate to the electorate. The No on 98/Yes on 99 campaign was able to educate voters on the important differences between both measures. As a result, important eminent domain reforms were enacted and both land use decision making and rent control were preserved within our communities. Proposition 98 FAILED WITH 61.6% OF THE VOTERS VOTING NO. Proposition 99 PASSED BY 61% OF THE VOTE.

d. Yes on Proposition 22 (2010)

As a result of the passage, local governments have been able to pay for infrastructure investment, create local jobs and avoid devastating cuts in our communities. Proposition 22 APPROVED BY 60.7% OF VOTERS.

- 4) While the League has been able to recently defeat several major legislative proposals aimed and undermining local authority, and avoid a battle over the Business Roundtable's measure in November due to the "soda tax" deal, the threats to local authority and revenue remain a constant concern. Other interest groups may be emboldened by some of the recent "deals" cut by ballot proponents and seek to implement similar strategies for the 2020 ballot. The next Governor may also have different philosophies then Governor Jerry Brown on "subsidiarity."
- 5) The League's President opted to send this resolution to four policy committees for several reasons: (a) the recent major threats to local control covered broad policy areas: telecom, land use, contracting, and revenue; and (b) having this issue vetted broadly within the League policy process will provide a better assessment of the depth of concern for the vulnerability to local control within the membership
- 6) If the membership chooses to approve this measure, it is strongly advisable to retain continued flexibility for the League to "assess" vulnerabilities and "explore" options. Any ballot initiative consideration must be approached very carefully by the organization. It is a difficult and very expensive endeavor that can have additional political ramifications. For 120 years the League's core mission has been to protect local control—and it has gone to the ballot successfully before to do so—but any such effort must be approached thoughtfully, prudently and cautiously.

Existing League Policy:

Related to this Resolution, existing policy provides:

- The League of California Cities' Mission Statement is, "To expand and protect local control for cities through education and advocacy. To enhance the quality of life for all Californians"
- The League of California Cities' Summary of Existing Policy and Guidelines states, "We Believe
 - Local self-governance is the cornerstone of democracy.
 - o Our strength lies in the unity of our diverse communities of interest.
 - o In the involvement of all stakeholders in establishing goals and in solving problems.
 - o In conducting the business of government with openness, respect, and civility.
 - The spirit of public service is what builds communities.
 - Open decision-making that is of the highest ethical standards honors the public trust.
 - Cities are the economic engine of California.
 - The vitality of cities is dependent upon their fiscal stability and local autonomy.
 - The active participation of all city officials increases the League's effectiveness.
 - Focused advocacy and lobbying is most effective through partnerships and collaboration.
 - Well-informed city officials mean responsive, visionary leadership, and effective and efficient
 - o city operations."
- Click here to view the Summary of Existing Policy and Guiding Principles 2018.

Support:

The following letters of concurrence were received: Steven Scharf, Cupertino City Council Member; Michael S. Goldman, Sunnyvale City Council; Lydia Kou, Palo Alto City Council Member; David Terrazas, Mayor of Santa Cruz; Peter Weiss, Mayor of Oceanside; Alan D. Wapner, Mayor pro Tem of Ontario; Patrick Furey, Mayor of Torrance; Lauren Meister, West Hollywood Council Member; Liz Reilly, Duarte Mayor Pro Tem; Bill Brand, Mayor of Redondo Beach; Sho Tay, Mayor of Arcadia; Emily Gabel-Luddy, Mayor of Burbank.

2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Source: City of Malibu

Concurrence of five or more cities/city officials: Cities: Agoura Hills; Calabasas; Davis; Menlo

Park; Moorpark; Ojai; Oxnard; Richmond; West Hollywood

Referred to: Environmental Quality

WHEREAS, anticoagulant rodenticides are poisonous bait products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals, including pets, that accidentally ingest the products. Approximately 10,000 children under the age of six are accidentally poisoned by anticoagulant rodenticides each year nationwide; and

WHEREAS, in response to these harms, the California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides; and

WHEREAS, the state of California currently only recognizes the harm posed by second-generation anticoagulant rodenticides, which are prohibited in state wildlife habitat areas but are still available for agricultural purposes and by certified applicators throughout the state of California; and

WHEREAS, first-generation anticoagulant rodenticides are still available to the public and used throughout California without limitation; and

WHEREAS, nonpoisonous rodent control methods, such as controlling trash, sealing buildings, setting traps, erecting raptor poles and owl boxes, and removing rodent nesting areas are also effective rodent control methods; and

WHEREAS, the state of California preempts cities from regulating pesticides; and

WHEREAS, many cities across California have passed resolutions restricting pesticide use on city property and have expressed the desire to ban the use of pesticides within their jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the General Assembly of the League of California Cities, assembled in Long Beach, California on September 14, 2018, to do as follows:

1. Encourage the state of California to fund and sponsor further research into the negative impacts of anticoagulant rodenticides to determine whether the use of these products should be further restricted or banned statewide.

- Direct the League of California Cities staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impact of anticoagulant rodenticides;
- 3. Encourage cities throughout California to eliminate use of anticoagulant rodenticides as part of their maintenance program in city-owned parks, lands, and facilities and to report on the effectiveness of other rodent control methods used in their maintenance program;
- 4. Encourage property owners throughout California to eliminate use of anticoagulant rodenticides on their properties;
- 5. Encourage cities throughout California to join in these advocacy efforts to mitigate the unintended negative impacts of anticoagulant rodenticides;
- 6. Endorse a repeal of California Food and Agriculture Code § 11501.1 to end local preemption of regulating pesticides; and
- 7. Call for the Governor and the Legislature to work with the League of California Cities and other stakeholders to consider and implement this reform.

Background Information on Resolution

Source: City of Malibu

Background:

A. Anticoagulant rodenticides are unnecessarily destructive and dangerous

Anticoagulant rodenticides contain lethal agents that disrupt the normal blood clotting or coagulation process causing dosed rodents to die from uncontrolled bleeding or hemorrhaging. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait. Animals commonly targeted by anticoagulant rodenticides include rats, mice, gophers and squirrels. Non-target predator wildlife victims, which are exposed to an 80-90% risk of poisoning, include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. The endangered species at risk of poisoning include fishers, spotted owls, and San Joaquin foxes. The use of anticoagulant rodenticides not only harms rodents, but it commonly harms pets, such as dogs, cats, and bunnies, and other wildlife that mistakenly eat the bait through primary poisoning or that unknowingly consume animals that have ingested the anticoagulant rodenticide through secondary poisoning. Children also suffer poisoning by mistakenly ingesting anticoagulant rodenticides.

California recognizes the grave harm that can be caused by anticoagulant rodenticides and has partially restricted access to second-generation anticoagulant rodenticides by the public:

Because of documented hazards to wildlife, pets and children, the California Department of Pesticide Regulation has restricted public access to some of these materials in California. As of July 1, 2014, rodenticide products containing the active ingredients brodifacoum, bromadiolone, difethialone and difenacoum are only to be used by licensed applicators (professional exterminators).¹

California has also prohibited the use of these ingredients in any "wildlife habitat area," which is defined as "any state park, state wildlife refuge, or state conservancy."²

The United State Environmental Protection Agency³ and the California Department of Pesticide Regulation⁴ have both documented in detail the damage to wildlife from second-generation anticoagulant rodenticides in support of the 2014 consumer ban on the purchase and use of the products. While first-generation anticoagulant rodenticides are less toxic, they are far more abundant due to their continued availability to all members of public.⁴ The California Department of Fish & Wildlife was tasked with collecting data on poisoning incidents to ascertain the effectiveness of the restrictions on second-generation anticoagulant rodenticides. After almost four years of collecting data, there was no evidence supporting a reduction in the number of poisonings.

² Cal. Food and Agric. Code § 12978.7.

¹ https://www.wildlife.ca.gov/living-with-wildlife/rodenticides.

³ https://www.epa.gov/rodenticides/restrictions-rodenticide-products

⁴ https://www.cdpr.ca.gov/docs/registration/reevaluation/chemicals/brodifacoum_final_assess.pdf

Recent studies by the University of California, Los Angeles and the National Park Service on bobcats have shown that first-generation anticoagulant rodenticide poisoning levels similar to the second-generation anticoagulant rodenticides poisoning levels.⁵ A comprehensive study of 111 mountain lions in 37 California counties found first-generation anticoagulant rodenticides in the liver tissue of 81 mountain lions (73% of those studied) across 33 of the 37 counties, and second-generation anticoagulant rodenticides in 102 mountain lions (92% of those studied) across 35 of the 37 counties.⁶ First-generation anticoagulant rodenticides were identified as contributing to the poisoning of Griffith Park mountain lion, P-22, (who was rescued), and the deaths of Newbury Park mountain lion, P-34, and Verdugo Hills mountain lion, P-41.

This data demonstrates the inadequacy of current legislative measures to ameliorate the documented problem caused by both second-generation and first-generation anticoagulant rodenticides.

B. State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides

A general law city may not enact local laws that conflict with general state law. Local legislation that conflicts with state law is void. A local law conflicts with state law if it (1) duplicates, (2) contradicts, or (3) enters a field that has been fully occupied by state law, whether expressly or by implication. A local law falling into any of these categories is "preempted" and is unenforceable.

State law expressly bars local governments from regulating or prohibiting pesticide use. This bar is codified in the California Food and Agricultural Code § 11501.1(a):

This division and Division 7... are of statewide concern and occupy the whole field of regulation regarding the registration, sale, transportation, or use of pesticides to the exclusion of all local regulation. Except as otherwise specifically provided in this code, no ordinance or regulation of local government, including, but not limited to, an action by a local governmental agency or department, a county board of supervisors, or a city council, or a local regulation adopted by the use of an initiative measure, may prohibit or in any way attempt to regulate any matter relating to the registration, transportation, or use of pesticides, and any of these ordinances, laws or regulations are void and of no force or effect.

State law also authorizes the state to take action against any local entity that promulgates an ordinance or regulation that violates § 11501.1(a). The statute was specifically adopted to overrule a 30 year old court decision in *People v. County of Mendocino*, ¹⁰ which had held that a

⁵ L. E. K. Serieys, et al, "Anticoagulant rodenticides in urban bobcats: exposure, risk factors and potential effects based on a 16-year study," *Ecotoxicology* (2015) 24:844–862.

⁶ J. Rudd, et al, "Prevalence of First-Generation and Second-Generation Rodenticide Exposure in California Mountain Lions," Proceeding of the 28th Vertebrate Pest Conference, February 2018.

⁷ Cal. Const. art. XI § 7.

⁸ City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal. 4th 729, 743. ⁹ Cal. Food and Agric. Code § 11501.1, subd. (b).

¹⁰ People ex rel. Deukmejian v. County of Mendocino (1984) 36 Cal. 3d 476,

local regulation prohibiting aerial application of phenoxy herbicides was not then preempted by state or federal law. 11

The use of pesticides is broadly regulated by state law. In the language of preemption law, the state "occupies the field," leaving no room for additional local law on the subject. Accordingly, a city's ban on the use of anticoagulant rodenticides would be unenforceable.

C. California should repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to decide how to regulate pesticides within their own jurisdictions based on local concerns

The state of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Recognizing that cities' power to "make and enforce within its limits all local, police, sanitary, and other ordinances and regulations" is presently preempted by the general laws of the state, cities throughout California request that the state provide cities with the authority to decide how to deal with rodents based on their land use.

Depending on such land use, cities may decide to allow the use of nonpoisonous control methods, non-anticoagulant rodenticides, or anticoagulant rodenticides, if necessary. Nonpoisonous methods to control rodent pests, include sealing entrances to buildings, sanitizing property, removing rodent habitats, such as ivy or wood piles, setting traps, and erecting raptor poles or owl boxes. For example, a recent landmark study by Ventura County established that installing raptor poles for hawks and owls was more effective than anticoagulant rodenticides in reducing the damage to water control levees caused by ground squirrel burrows. Burrows decreased by 66% with the change. ¹²

The ultimate goal is to allow cities to address their local concerns with the input of community members at open and public meetings. Presently, cities are unable to adequately address local concerns; they are limited to encouraging or discouraging behavior.

D. Conclusion

The negative effects from the use of anticoagulant rodenticides across California has garnered the interest of cities and community members to remedy the problem. By presenting this resolution to the League of California Cities, the City of Malibu hopes to organize support and gain interest at the state level to repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to regulate pesticides based on individual, local concerns.

¹¹ IT Corp. v. Solano County Bd. Of Supervisors (1991) 1 Cal. 4th 81, fn. 9; Turner v. Chevron USA Inc., 2006 WL 1314013, fn. 14 (unpublished).

¹² http://vcportal.ventura.org/BOS/District2/RaptorPilotStudy.pdf

League of California Cities Staff Analysis on Resolution No. 2

Staff:

Erin Evans-Fudem

Committee:

Environmental Quality

Summary:

This resolution seeks to have the state and the League study the negative impacts of anticoagulant rodenticides and address the inability of cities to regulate the use of rodenticides and pesticides.

Specifically related to anticoagulant rodenticides, the resolution would encourage the state to fund research into the negative impacts and a potential restriction or ban; direct the League to consider creating a task force to study and report on the unintended negative consequences; encourage cities and property owners to eliminate use; and encourage cities to join advocacy efforts. In addition, the resolution would direct the League to endorse repeal of a statute that preempts local regulation of pesticides.

Background:

The City of Malibu is sponsoring this resolution out of concern about the effect of a certain type of rodent control (anticoagulant rodenticides) has on other wildlife. According to the City, anticoagulant rodenticides disrupt the blood clotting process and therefore cause rodents to die from bleeding or hemorrhaging. This rodenticide is commonly used on rats, mice, gophers, and squirrels. Predator animals that eat rodents can be exposed to anticoagulant rodenticides if they consume animals that have eaten the bait. These animals include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. Furthermore, pets can also be exposed to anticoagulant rodenticides if they eat the bait or consume animals that have eaten the bait.

Some cities have passed "ceremonial resolutions" locally. For example, the City of Malibu has two ordinances in place to discontinue use of rodenticides and traps in city-owned parks, roads, and facilities, as well as encourage businesses and property owners not to use anticoagulant rodenticides on their property.

Fiscal Impact:

Costs to cities would include using alternative methods of rodent control and studying the efficacy. Since the resolution encourages, but does not mandate action by cities, city costs would be taken on voluntarily.

Fiscal impact to the League would include costs associated with the task force, scientific research, and educating League staff and members. For the task force, the League may incur costs associated with staffing, convening, and educating a task force to study anticoagulant rodenticides, as well as the cost of writing a report. This could include a need for outside experts with knowledge of pesticides and their ecological impacts. League resources would also be utilized to support proposals to repeal the statute preempting local regulation of pesticides; however, this cost may be absorbed with existing staff resources.

Comments:

Pesticides are regulated by federal and state governments. The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) reserves for the federal government authority over pesticide labeling. States can adopt stricter labeling requirements and can effectively ban sale and use of pesticides that do not meet state health or safety standards. For 51 years, California has reserved regulation of pesticides for the state only, preempting local regulation. This preemption has been ratified and confirmed in subsequent court decisions and legislation. However, County Agricultural Commissioners work to enforce the state laws. Local governments may regulate or restrict pesticide use in their own operations, including use in municipal buildings or parks. 34

Broad direction. This resolution would direct the League to take a position allowing broad local discretion over pesticide regulation in general. Because the regulation of anticoagulant rodenticides is largely based in science, additional or outside expertise may be needed to ensure full understanding of the science behind rodent control methods. The resolution itself is not limited to allowing local governments to regulate anticoagulant rodenticides, which this resolution otherwise targets.

Rodent control methods. There are numerous methods of controlling rodents, including lethal traps, live traps, and poison baits. There are two generations of rodenticide poisons because after rodents became resistant to the first generation, the second was developed. The U.S. Environmental Protection Agency (U.S. EPA) provides the following information below related to the science and use of anticoagulant rodenticides:

Most of the rodenticides used today are anticoagulant compounds that interfere with blood clotting and cause death from excessive bleeding. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait.

First-generation anticoagulants include the anticoagulants that were developed as rodenticides before 1970. These compounds are much more toxic when feeding occurs on several successive days rather than on one day only. Chlorpophacinone, diphacinone and warfarin are first-generation anticoagulants that are registered to control rats and mice in the United States.

Second-generation anticoagulants were developed beginning in the 1970s to control rodents that are resistant to first-generation anticoagulants. Second-generation anticoagulants also are more likely than first-generation anticoagulants to be able to kill after a single night's feeding. These compounds kill over a similar course of time but tend to remain in animal tissues longer than do first-generation ones. These properties mean that second-generation products pose greater risks to nontarget species that might feed on bait only once or that might feed upon animals that have eaten the bait. Due to these

² California Food and Agriculture Code § 11501.1 (1967).

¹ California Department of Pesticide Regulation (CDPR), A Guide to Pesticide Regulation in California: 2017 Update, pg. 9, https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf.

³ CDPR, A Guide to Pesticide Regulation in California: 2017 Update, pg. 9, https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf.

⁴ County Agricultural Commissioners work with CDPR to enforce state laws. CDPR, A Guide to Pesticide Regulation in California: 2017 Update, pg. 13, https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf.

risks, second-generation anticoagulant rodenticides no longer are registered for use in products geared toward consumers and are registered only for the commercial pest control and structural pest control markets. Second-generation anticoagulants registered in the United States include brodifacoum, bromadiolone, difenacoum, and difethialone.

Other rodenticides that currently are registered to control mice include bromethalin, cholecalciferol and zinc phosphide. These compounds are not anticoagulants. Each is toxic in other ways.⁵

Legislative attempts to ban. Several legislative measures have been introduced to ban the use of certain anticoagulant rodenticides (AB 1687, Bloom, 2017. AB 2596, Bloom, 2016). However, neither of these measures were heard and failed to pass key legislative deadlines.

Existing League Policy:

The League does not have policy related to pesticides or rodenticides.

Related to federal regulation, League policy states:

• The League supports flexibility for state and local government to enact environmental and other standard or mandates that are stronger than the federal standards. However, the League reserves the right to question or oppose stronger standards on the merits. The League also opposes legislation that prohibits state and local governments from enacting stricter standards.

Support:

The following letters of concurrence were received: William Koehler, Mayor of Agoura Hills; Fred Gaines, Mayor of Calabasas; Brett Lee, Mayor Pro Tem of Davis; Catherine Carlton, Menlo Park City Council Member; Janice Parvin, Mayor of Moorpark; Suza Francina, Ojai City Council Member; Carmen Ramirez, Oxnard City Council Member; Tom Butt, Mayor of Richmond; Lindsey Horvath, West Hollywood City Council Member

⁵ U.S. EPA, Restrictions on Rodenticide Products, https://www.epa.gov/rodenticides/restrictions-rodenticide-products

LETTERS OF CONCURRENCE

Resolution No. 1

Local Municipal Authority, Control and Revenue



Office of the City Council

Sho Tay *Mayor*

April A. Verlato Mayor Pro Tem

Peter M. Amundson Council Member

Tom Beck
Council Member

Roger Chandler Council Member July 10, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE

Dear Committee:

As the Mayor of the City of Arcadia, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that prohibits constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

'Sho Tay

Mayor, City of Arcadia

cc:

City of Arcadia City Council

Vice Mayor John Mirisch, City of Beverly Hills

240 West Huntington Drive Post Office Box 60021 Arcadia, CA 91066-6021 (626) 574-5403 City Hall (626) 446-5729 Fax www.ArcadiaCA.gov



July 11, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

SUBJECT:

2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE

Dear Committee:

As the Mayor of the City of Burbank, on my own behalf, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

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These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

Emily Gabel-Luddy

Mayor, City of Burbank

cc: Vice Mayor John Mirisch, City of Beverly Hills

Jennifer Quan, League Regional Public Affairs Manager (via email)

From: Steven Scharf < scharf.steven@gmail.com>

Sent: Sunday, July 08, 2018 8:34 PM

To: Cindy Owens

Subject: Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking only for myself, and not on behalf of the City of Cupertino or other Cupertino City Council Members, I hereby give my support for such a measure. You may use my name as a supporter.

Sincerely, Steven Scharf Cupertino City Council Member



1600 Huntington Drive | Duarte, CA 91010 | Bus. 626.357.7931 | Fax 626.358.0018 | www.accessduarte.com

July 10, 2018

Mayor John Fasana

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

Mayor Pro Tem

Liz Reilly

Councilmembers Margaret E. Finlay Samuel Kang Tzeitel Paras-Caracci

> City Manager Darrell J. George

2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL, AND REVENUE

Dear Committee:

cc:

The City of Duarte supports the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) (Wireless Telecommunications Facilities) or the more recently introduced Senate Bill 827 (Wiener) (Planning and Zoning: Transit-Rich Housing Bonus) that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result of the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the State legislature and powerful interest groups should be prohibited in areas where it is unwarranted, and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, the City of Duarte strongly supports this resolution.

Sincerely,

Liz Reilly

Mayor Pro Tem

Vice Mayor John Mirisch, City of Beverly Hills

MAYOR PETER WEISS

July 10, 2018

COUNCIL MEMBERS
JACK FELLER
JEROME KERN
CHARLES "CHUCK" LOWERY
ESTHER SANCHEZ

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE

INCREASING VULNERABILITIES TO LOCAL MUNICIPAL

AUTHORITY, CONTROL AND REVENUE

Dear Committee:

I'm writing on behalf of the City of Oceanside to support the League of California Cities' ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

Peter Weiss

MAYOR

cc: Vice Mayor John Mirisch, City of Beverly Hills

CITY OF

303 EAST "B" STREET, CIVIC CENTER





ONTARIO

CALIFORNIA 91764-4105

(909) 395-2000 FAX (909) 395-2070

PAUL S. LEON

ALAN D. WAPNER
MAYOR PRO TEM

JIM W. BOWMAN DEBRA DORST-PORADA RUBEN VALENCIA COUNCIL MEMBERS July 10, 2018

SCOTT OCHOA CITY MANAGER

SHEILA MAUTZ

JAMES R. MILHISER TREASURER

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

Re:

2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE

Dear Committee Members,

As Mayor pro Tem for the City of Ontario, I support the Annual Conference Resolution proposed by the City of Beverly Hills calling for the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

In recent years, the state legislature has aggressively ramped up its efforts to wrestle authority away from local government. In the past session alone, we saw egregious and unprecedented attacks on local control with several bills that strike at the heart of local government. These bills, including Senate Bill 649 (Hueso – Wireless Telecommunications Facilities) and Senate Bill 827 (Wiener – Planning and Zoning: Transit-Rich Housing Bonus) show a blatant contempt for the ability of local governments to meet the needs of the local community.

Unfortunately, these bills are likely only the beginning. As such, there is a need for a ballot measure and/or constitutional amendment to clearly enshrine the role of local government in regulating local issues. The passage of the proposed resolution by the City of Beverly Hills recognizes that it is local government, not the state legislature, that best understands the local community and is therefore best-situated to regulate and respond to local issues. For these reasons, I strongly support this resolution.

Sincerety,

Alan D. Wapner

Mayor pro Tem - City of Ontario

cc: Vice Mayor John Mirisch, City of Beverly Hills



July 11, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

Re: EXPLORING A RESOLUTION TO RESPOND TO INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY

Dear Committee Members:

As one Councilmember of the City of Palo Alto, and in my individual capacity and not on behalf of the Council as a body, or the City, I write to support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills. This resolution asks the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide voters an opportunity to further strengthen local authority and preserve the role of local democracy. If the resolution passes, I encourage the League to ensure any potential measure includes both charter and general law cities.

State legislation introduced in both 2017 and 2018 has continually threatened to erode local control. Whether this was SB 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I support this resolution.

Sincerely,

Lydia Kou Lydia Kou

Councilmember, City of Palo Alto

cc:

Palo Alto City Council Mayor John Mirisch, City of Beverly Hills James Keene, Palo Alto City Manager

> P.O. Box 10250 Palo Alto, CA 94303 650.329.2477 650.328.3631 fax



Bill Brand Mayor 415 Diamond Street, P.O. BOX 270 Redondo Beach, California 90277-0270 www.redondo.org tel 310 372-1171 ext. 2260 fax 310 374-2039

July 9, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

SUBJECT:

2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE

Dear Committee:

As Mayor of Redondo Beach, I support the League of California Cities Annual Conference Resolution proposed by the City of Beverly Hills calling for the LCC to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, The State Legislature is continuing to introduce proposals that impinge on the ability of local governments to institute discretionary legislation that is responsive to the needs of their communities.

These continual incursions into local control by the State Legislature, and powerful special interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

Bill Brand

cc:

Vice Mayor John Mirisch, City of Beverly Hills



MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

July 9, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

RE: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL, AND REVENUE

Dear General Resolutions Committee Members:

As Mayor of the City of Santa Cruz, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents of local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 Ballot.

These continual incursions into local control by the State Legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

David Terrazas

Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills

From:

Michael Goldman <miklg@yahoo.com>

Sent:

Saturday, July 07, 2018 4:37 PM

To:

Cindy Owens

Subject:

Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking solely on my own behalf, I hereby give my whole-hearted support for such a measure. The essence of democracy is the control by the people of their community. As public servants, we elected officials serve the democratically expressed will of the public.

Sincerely,

Michael S. Goldman

Sunnyvale City Council, Seat 7



TORRANCE

PATRICK J. FUREY MAYOR July 5, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

SUBJECT:

2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND

REVENUE

Dear Committee:

As Mayor of the City of Torrance, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continually incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerel

Patrick

cc: Vice Mayor John Mirisch, City of Beverly Hills



CITY OF West Hollywood

CETY HALL. 8300 SANTA MONICA BLYD. WEST HOLLYWOOD, CA 90069-6216 TEL: (323) 848-6460 FAN: (323) 848-6562

FAX: (323) 848-6562

TTY: For hearing impaired (323) 848-6496

CITY COLNCIL

John J. Duran *Mayor*

JOHN D'AMICO Mayor Pro Tempore

> JOHN HEILMAN Councilmember

LINDSEY P. HORVATH
Councilmember

LAUREN MEISTER
Councilmember

July 11, 2018

General Resolutions Committee League of California Cities 1400 K Street, Suite 400 Sacramento, CA 95814

SUBJECT:

2018 CONFERENCE RESOLUTION TO RESPOND TO THE

INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY,

CONTROL AND REVENUE

Dear Committee:

As a Councilmember of the City of West Hollywood, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

During the current 2017-2018 regular session of the California Legislature, legislators introduced several pieces of legislation that have attempted to erode local control. Whether this was Senate Bill (SB) 649 (Hueso) Wireless Telecommunications Facilities, or more recently SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus, which was defeated in Committee, legislators continue to introduce proposals that impinge on the ability of local governments to self-determine.

Another good example of how the Legislature takes actions that are detrimental to local governments' control is the legislative compromise between the Legislature and beverages' manufacturers who agreed to withdraw their ballot initiative in exchange for the approval of Assembly Bill (AB) 1838 (Committee on Budget): Local government: taxation: prohibition: groceries, (Chapter 61, Statutes of 2016). As you know, AB 1838 basically prohibited the adoption of a local "soda tax" by any municipality for the next twelve years.





General Resolutions Committee League of California Cities July 11, 2018 Page two of two

These incursions into local control by the Legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

cc:

Lauren Meister,

Councilmember

Vice Mayor John Mirisch, City of Beverly Hills



LETTERS OF CONCURRENCE

Resolution No. 2

Repeal Preemption of Regulating Pesticides



"Gateway to the Santa Monica Mountains National Recreation Area"

July 10, 2018

The Honorable Rich Garbarino League of California Cities 1400 K Street Sacramento, CA 95814

Re:

RESOLUTION OF LEAGUE OF CALIFORNIA CITIES DECLARING ITS CONTRACT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE §11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Agoura Hills supports the proposed above referenced resolution that supports the repeal of preemption in California Food and Agriculture Code §11501.1 that prevents local Governments from regulating pesticides.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

As the gateway to the Santa Monica Mountains we have been witness to the harmful effects of anticoagulant rodenticides on wildlife in our community, and surrounding areas.

For this reason, the City of Agoura Hills is supportive of this resolution, and requests the league's support.

Sincerely,

WILLIAM D. KOEHLER

Mayor - City of Agoura Hills

cc: Ms. Meg Desmond - mdesmond@cacities.org

Ms. Mary Linden - mlinden@malibucity.org

Mr. Greg Ramirez - gramirez@ci.agoura-hills.ca.us



FRED GAINES Mayor

July 9, 2018

ORIGINAL BY U.S. MAIL

VIA EMAIL mdesmond@cacities.org

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, CA 95814

Re: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE §11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Calabasas supports the proposed resolution to support the repeal of the preemption clause in California Food and Agriculture Code Section 11501.1 regarding pesticide use and regulation so that each city in the State of California is able to decide how to regulate pesticides within their own jurisdiction to adequately address local concerns.

Accordingly, we concur in the submission by the City of Malibu of the above-referenced resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

The City of Calabasas has identified the devastating effect of anticoagulent rodenticides on wildlife in our community and on the ecosystem in our native Santa Monica Mountains. While our City has adopted resolutions and implemented programs to discourage the use of the pesticides by our residents and businesses, we are limited by State law from taking more effective actions.

100 Civic Center Way Calabasas, CA 91302 (818) 224-1600 Fax (818) 2**45**-7324 The Honorable Rich Garbarino, President League of California Cities July 9, 2018 Page 2

The City of Calabasas is in strong support of providing cities across the State of California with the authority to regulate pesticides based on local concerns in the communities and supports the proposed Resolution.

Sincerely,

Fred Gaines

Mayor

cc: Mary Linden (MLinden@malibucity.org)



July 13, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, California 95814

RE: A Resolution of the League of California Cities Declaring Its Commitment to Support the Repeal of Preemption in California Food and Agriculture Code § 11501.1 That Prevents Local Governments from Regulating Pesticides

Dear President Garbarino:

Anticoagulant rodenticides poison unintended targets, including predator wildlife in California and pets that ingest the products. These poisons cause painful, internal hemorrhaging in non-target animals. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Brett Lee

Mayor Pro Tem

July 5, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80% to 90% of predator wildlife in our cities and throughout California. These poisons cause painful, internal hemorrhaging in non-target animals - including pets - that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

My own mother lost a dearly loved pet dog, who was poisoned when it ate a poisoned rat!

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

State law now preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Catherine Carlton

Environmental Committee Vice Chair for the League of California Cities



CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021 Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 12, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, CA 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Moorpark supports the above referenced resolution being brought to a vote at the upcoming League of California Cities Conference on September 14, 2018.

As a community surrounded by the beauty of the Santa Monica Mountains and its wildlife, the City adopted a resolution in 2013 urging Moorpark residents and businesses to not use anticoagulant rodenticides in Moorpark. In 2014, the City applauded passage of AB 2657, which removed many second generation anticoagulant rodenticides from the state.

However, as we are all unfortunately aware, scientific research continues to find anticoagulant rodenticides in non-target animals, including the natural predators that help regulate rodent populations and endangered species throughout California. Accordingly, the City has supported subsequent legislative proposals to ban all anticoagulant rodenticides statewide, including AB 2422, which is currently stalled in the state legislature.

The City further believes that local governments should have the opportunity to regulate pesticide usage within their jurisdictions if the communities they represent desire to do so. Therefore, the City supports the above referenced resolution being brought to a vote.

Yours truly,

Janice Parvin

Mayor

Resolution of the League of California Cities re: Anticoagulant Rodenticides Page 2

City Council cc:

City Manager

Assistant City Manager
Assistant to the City Manager

League of California Cities, Meg Desmond (mdesmond@cacities.org)
City of Malibu, Mary Linden (MLinden@malibucity.org)

Councilmember Suza Francina
City of Ojai
401 South Ventura Street, Ojai, CA 93023
Email: Suzaojaicitycouncil@gmail.com

Cell: 805 603 8635

July 9, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely, Suza Francina Councilmember, City of Ojai July 12, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

I write as one council member of the City of Oxnard regarding the state law that preempts general law cities such as ours from regulating the use of pesticides. Our city is heavily impacted with environmental burdens associated with pesticide use as well as other industrial toxins, which affect the health of the people, wildlife and our environment. Oxnard residents are requesting that the use of pesticides in our public spaces be curtailed and restricted. This would include anticoagulant rodenticides, products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Letter to President Garbarino July 12, 2018 Page two

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018. Thank you very much for your attention to this.

Sincerely,

Carmen Ramirez



July 6, 2018

The Honorable Rich Garbarino President, League of California Cities 1400 K Street Sacramento, California 95814

Re: In Support to Repeal the Preemption in California Food and Agriculture Code § 11501.1 that Prevents Local Governments from regulating pesticides

Dear President Garbarino,

Anticoagulant rodenticides poison 80% to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides, which has minimized the impact of the State's ban. Despite collecting data for almost four years, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to the partial restriction of the supply.

As a member of the League of California Cities' Environmental Quality Policy Committee, I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Mayor Tom Butt Richmond, California



CITY OF West Hollywood

CITY HALL 8300 SANTA MONICA BLVD. WEST HOLLYWOOD, CA 90069-6216 TEL: (323) 848-6460 FAX: (323) 848-6562

TTY: For hearing impaired

(323) 848-6496

CITY COUNCIL

JOHN J. DURAN
Mayor

JOHN D'AMICO Mayor Pro Tempore

> JOHN HEILMAN Councilmember

LINDSEY P. HORVATH Councilmember

> Lauren Meister Councilmember

July 13, 2018

The Honorable Rich Garbarino, President League of California Cities 1400 K Street Sacramento, CA 95814

RE:

A Resolution of the League of California Cities Declaring its Commitment to Support the Repeal of Preemption in California Food and Agriculture Code § 11501.1 that Prevents Local Governments from Regulating Pesticides

Dear President Garbarino,

I am writing to express my support for the above-mentioned resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 in order to give cities across California the authority to regulate and/or prohibit the use of pesticides in their local communities. I concur with the submission of the proposed resolution to the League of California Cities General Assembly annual meeting on September 14, 2018.

Granting local governments the ability to self-regulate pesticide use better enables cities to protect the health and safety of the public, animals, and the environment. Given that no two cities are identical, local governments must have the power to take a systematic approach to pesticide use and regulation that fits the specific needs of their city. Repealing this section of the code will provide cities the opportunity to act in the best interest of their jurisdiction to set a standard of regulation that offers comprehensive protection, better formulated to protect a community's individual needs.

The City of West Hollywood is in strong support of environmentally-sensitive pest management practices that minimize risk to people, companion and wild animals, resources, and the environment. As the proposed resolution explains, anticoagulant rodenticides have devastating effects on wildlife. The City of West Hollywood has implemented an Integrated Pest Management Program that supports environmentally-sensitive pest management while protecting the health and safety of the public. This policy is in compliance with the State and Federal regulations while catering to and prioritizing the needs of the City of West Hollywood.

Sincerely

Lindsey Horvath Councilmember

CC:

Meg Desmond, League of CA Cities

Councilmember Laura Z. Rosenthal, City of Malibu

Elizabeth Shavelson, Assistant to the City Manager, City of Malibu

Mary Linden, Executive Assistant, City of Malibu



The following page(s) contain the backup material for Agenda Item: <u>City Council</u> <u>discussion and direction of possible future actions based on the findings of the investigation into the allegations against Councilmember Cano and the allegation against Councilmember Rios. (City Attorney)</u>

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018

AGENDA ITEM NO.

<u>ITEM TITLE:</u> Discussion and Council direction of possible future actions based on the findings of the investigation into the allegations against Councilmember Cano and the allegation against Councilmember Rios. (City Attorney)				
PREPARED BY:	Angil P. Morris-Jones	DEPARTMENT:	City Attorney	
PHONE: EXPLANATION:	Ext. 4222	APPROVED BY:	Ang Il M	The same
Please see attached.				
FINANCIAL STATE	EMENT:	APPROVED:		Finance
ACCOUNT NO.		APPROVED:		MIS
N/A				
ENVIRONMENTAL REVIEW:				
N/A				
ORDINANCE: INTRODUCTION: FINAL ADOPTION:				
STAFF RECOMMENDATION:				
N/A				
BOARD / COMMISSION RECOMMENDATION:				
N/A				
ATTACHMENTS:				
Staff report.				



Office of the City Attorney

STAFF REPORT

SUBJECT: Discussion and City Council direction of possible future actions based on the findings of the investigation into the allegations against Councilmember Cano and the allegation against Councilmember Rios.

At the July 24, 2018 City Council Meeting, the Council received an oral and written report presented by attorney William P. Curley, III from the law firm of Lozano Smith. The Council, having just received the lengthy report, wanted time to read the report before conducting a full discussion or considering any action. The Council, therefore, directed that the matter be placed on the September 4th meeting agenda for discussion and Council direction of possible future actions, if any, in accordance with the recommendations and findings of the investigator.

As stated in the investigation report by Mr. Curley, the options available to the City Council are as follows:

- City Council Written Reprimand or Censure in the form of a Resolution or Minute Order as an action of disapproval for "Ethical and Fiduciary Violations" regarding the fact that Councilmember Cano had 12 Building Code Violations on his property, and for the fact that there was a 5-year period of non-compliance before correction.
- City Council or an individual Councilmember Oral Comment or Oral Reprimand as a verbal expression of disapproval for "Ethical and Fiduciary Violations" regarding the fact that Councilmember Cano had 12 Building Code Violations on his property, and for the fact that there was a 5-year period of non-compliance before correction.
- 3. City Council Referral for an investigation of violation of other laws, such as Penal Code Section 424 to the following legal enforcement agencies: San Diego District Attorney, California Fair Political Practices Commission (FPPC), California Attorney General, or the San Diego County Grand Jury. (Penal Code Section 424: "Embezzlement and falsification of accounts by public officers; misappropriation; unauthorized loan, use or private profit; failure to pay over or transfer public moneys; punishment.")
- 4. City Council directs a Public Apology by Councilmember Cano to Councilmember Rios during a public City Council meeting.

The City Council may choose to take action on any or none of the options listed above.

Staff Report September 4, 2018 The following page(s) contain the backup material for Agenda Item: <u>City Council discussion and direction on City Council Policy #104 - Conduct of City Council Meetings</u>. (City Manager)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: September 4, 2018 AGENDA ITEM NO. ITEM TITLE: City Council discussion and direction on City Council Policy #104 - Conduct of City Council Meetings PREPARED BY: Leslie Deese, City Manager DEPARTMENT: City Manager APPROVED BY: PHONE: 619.336.4242 **EXPLANATION:** Please see attached staff report. APPROVED: FINANCIAL STATEMENT: Finance ACCOUNT NO. N/A MIS APPROVED: **ENVIRONMENTAL REVIEW:** N/A ORDINANCE: INTRODUCTION: FINAL ADOPTION: STAFF RECOMMENDATION: Direct staff to amend City Council Policy #104 to include (a) general procedures for the conduct of public meetings, including rules of order and decorum, meeting schedule and length of meetings; and (b) consolidate current policies that pertain to public meetings and procedures into Policy #104 BOARD / COMMISSION RECOMMENDATION: N/A ATTACHMENTS: 1. Staff Report 2. City Council Policy #104 - Conduct of City Council Meetings

ITEM

City Council discussion and direction on City Council Policy #104 - Conduct of City Council Meetings

BACKGROUND

At the July 24, 2018 regular meeting of the City Council of the City of National City, staff was directed to return with an agenda item to provide an opportunity for the Council to discuss City Council Policy #104, Conduct of City Council Meetings. This staff report responds to the Council's request.

DISCUSSION

City Council Policy #104 establishes rules of conduct for meetings of the City Council to facilitate orderly proceedings and comply with applicable state law. The policy provides that all meetings of the City Council be conducted under Rosenberg's Rules of Order and will be governed by the Ralph M. Brown Act and other applicable state laws.

The Council also has adopted a number of policies addressing city council meeting times, special council meetings, off agenda items and placing items on the agenda, and preparation of city council meeting minutes.

As currently written, Policy #104 does not specifically address rules of order and decorum, council meeting length, and procedures for the conduct of public meetings. Staff recommends amending Policy #104 to include (a) general procedures for the conduct of public meetings, including rules of order and decorum, meeting schedule and length of meetings; and (b) consolidate Council policies previously referenced in the preceding paragraph into amended Policy #104.

FISCAL IMPACT

There is no fiscal impact associated with this report.

ATTACHMENTS

1. City Council Policy #104 – Conduct of Council Meetings

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Conduct of City Council Meetings

POLICY #104

ADOPTED: December 13, 1983

AMENDED: October 8, 2013

Purpose

To establish rules of conduct for meetings of the City Council which facilitate orderly proceedings and comply with applicable state law.

Policy

All meetings of the City Council will be conducted under Rosenberg's Rules of Order. In addition, such meetings will be governed by the Ralph M. Brown Act and other applicable state laws. Any question about proper procedure will be immediately referred to the City Attorney as parliamentarian.

This policy applies to all Boards, Commissions and Committees.

Related Policy References

National City Municipal Code, Chapter 2.04 Ralph M. Brown Act Rosenberg's Rules of Order (available via the City's website) National City Municipal Code, Title 16

Prior Policy Amendments

None

The following page(s) contain the backup material for Agenda Item: <u>City Council discussion and direction on a Resolution in Support of Working People (Janus v. AFSCME Council 31)</u>. (Councilmember Rios)

Item # ____ 09/04/18

CITY COUNCIL DISCUSSION AND DIRECTION ON A RESOLUTION IN SUPPORT OF WORKING PEOPLE (Janus v. AFSCME Council 31)

(Councilmember Rios)

Councilmember Rios introduced and City Council voted in support of placing item on September 4, 2018 agenda for discussion

[Local Progress] Template Resolution In Support of Working Peopl



TEMPLATE RESOLUTION IN SUPPORT OF WORKING PEOPLE

June 2018

WHEREAS, it is our belief that all families should have the means to thrive in safe and healthy communities;

WHEREAS, the working people who make our city run ought to have good jobs that can support families;

WHEREAS, over the last forty years, working people have become more productive than ever, [1] yet real wages are declining and CEOs make more than ever before: 347 times more than the average person; [2]

WHEREAS, public workers organizing together have been at the forefront of peoples' struggles for racial, gender, and economic justice throughout our history, including the teacher walkouts this year;

WHEREAS, still today, people across the country and in our city struggle for a high quality of life for their families and some basic freedoms: the freedom from discrimination, the freedom from degrading work conditions, and the freedom to come together in strong unions to improve their place of work;

WHEREAS, the ability to come together in unions gives people—particularly women and people of color—a powerful voice in speaking up for themselves, their families, and their communities, and ensures they are treated with dignity and respect at work;

WHEREAS, when people stick together in unions, they gain the power in numbers to raise wages and improve benefits like health care for themselves, their families, and all of our communities.

WHEREAS, people working collectively together in unions have won victories like ending child labor, the 40-hour work week, overtime pay, and health and safety standards, as well as advanced policies especially important to women like paid leave, earned sick time, and reducing the gender pay gap;

WHEREAS, when people can negotiate together for strong contracts, higher wages, and safer, dignified working conditions, all of us benefit, our communities are stronger and our entire economy is made more fair;

WHEREAS, the Supreme Court decided in favor of billionaire CEOs and corporate special interests behind

the case Janus v. AFSCIME Council 31;

WHEREAS, this case overturned decades of precedent and undermines the freedom of millions of working people, especially women and communities of color, to join together in strong unions;

WHEREAS, those who work in the public service -- such as nurses, teachers, firefighters social workers, firefighters, 911 operators—are more determined than ever to stick together in their unions;

WHEREAS, [insert city name] provides services to all of its residents because of the hard work of our neighbors who work in the public service, providing health care, educating our children, putting out fires, fixing our potholes, picking up our trash, and more;

THEREFORE, BE IT RESOLVED, that [insert city name] supports the freedom of all city employees to exercise their rights to a voice and dignity on the job through joining together in strong unions.

For questions, contact Local Progress at info@localprogress.org

www.localprogress.org

Local Progress is a network of progressive local elected officials from around the country united by our shared commitment to equal justice under law, shared prosperity, sustainable and livable cities, and good government that serves the public interest. Local Progress is staffed by the Center for Popular Democracy.

Attack Company

^[1] https://www.epi.org/productivity-pay-gap/

^[2] https://aflcio.org/press/releases/ceo-pay-increases-347-times-average-workers

The following page(s) contain the backup material for Agenda Item: <u>Closed Session - Conference with Legal Counsel - Potential Litigation Pursuant to Government Code Section 54956.9(e)(1) One Potential Case</u>

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Closed Session - Conference with Legal Counsel -Potential Litigation Pursuant to Government Code Section 54956.9(e)(1) One Potential Case